

Resolution of the City of Jersey City, N.J.

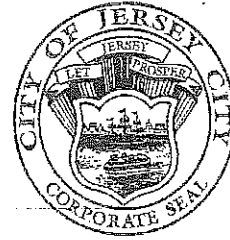
City Clerk File No. Res. 13.770

Agenda No. 10.A

Approved: NOV 26 2013

TITLE:

RESOLUTION AUTHORIZING CY 2013 APPROPRIATION TRANSFERS



COUNCIL
of the following resolution:

offered and moved adoption

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2013 budgetary appropriation transfers in accordance with N.J.S.A. 40A:4-58, two thirds of the full membership of the Municipal Council concurring:

		FROM	TO
20-102	Division of Purchasing OE		1,220
20-110	Mayor's Office OE		4,000
25-265	Division of Fire & Emergency Services S&W	128,220	
26-291	Division of Building & Street Maintenance OE		100,000
26-315	Division of Automotive OE	200,000	
26-315	Division of Automotive S&W		100,000
27-330	Health & Human Services - Director's Office S&W		123,000
28-198	Division of Housing Code Enforcement S&W	200	
28-198	Division of Housing Code Enforcement OE		200
	Total:	328,420	328,420

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.771
Agenda No. 10.B
Approved: NOV 26 2013
TITLE: _____



RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$452,320.54 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY CUNNINGHAM GRAPHICS REALTY, LLC

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated on the attached Schedule A; and

WHEREAS, the Office of the Tax Collector has reviewed these settlements and computed the amount of refund or credit that will result from the implementation of these settlements; and

WHEREAS, both the taxpayer and the City agree that all interest payments on any such refund shall be waived by the taxpayer if such refund shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

WHEREAS, after consulting with the Office of the Tax Assessor and reviewing appraisal reports prepared by the owners and by certified real estate appraisers engaged by the City, the Tax Assessor and Corporation Counsel have recommended that the complaints be settled at the assessments specified below; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessments listed on the attached schedule.

These settlements will result in a refund and/or credit in the amount of \$452,320.54.

MAM/mw
11-18-13

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

02013120

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

SCHEDULE A - Dated November 15, 2013, Meeting November 26, 2013

Block	Lot	Tax Year	Taxpayer/ Owner	Property Address	Present Assessment	Settled Assessment	Assessment Reduction	Refund
2154.3	66*	2010	Cunningham Graphics	100 Burma Road	\$5,600,000	\$4,016,300	\$1,583,700	\$109,322.81
2154.3	66*	2011	Cunningham Graphics	100 Burma Road	\$5,600,000	\$4,016,300	\$1,583,700	\$110,985.69
21508	1	2012	Cunningham Graphics	100 Burma Road	\$5,600,000	\$4,016,300	\$1,583,700	\$113,773.00
21508	1	2013	Cunningham Graphics	100 Burma Road	\$5,600,000	\$4,016,300	\$1,583,700	\$118,239.04
					TOTAL			\$452,320.54

* Now Block 21508, Lot 1



CITY OF JERSEY CITY
Office of the City Assessor
280 Grove Street
Jersey City, New Jersey 07302

EDUARDO TOLOZA, CITY ASSESSOR

Telephone: (201) 547-5132

Fax: (201) 547-4949

MEMORANDUM

DATE: November 19, 2013

TO: Rolando Lavarro, Council President and Members of the City Council

FROM: Eduardo Toloza Tax Assessor

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreement

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and Cunningham Graphics the owner of the property listed on the attached page. The refund results from an agreement that the assessment of the property fell outside the ranges permitted for the 2010-2013 tax years. The total tax dollar refund for these appeals is \$452,320.54.

The settlement amount was reached after an analysis of the income and expense data connected to the property. Shortly after the settlement was reached, the property was sold for an amount almost equal to the negotiated market value.

The assessment had not been appealed for some time; and the equalized value derived from the assessment could not be supported by income and expense analysis because of the level of the ratio. For example, if sales indicated that commercial properties in a certain area of the city are selling in the range of \$140 per square foot, rents being relatively equal, the market value for a 100,000 square foot building in the area would be approximately \$14,000.00. For the 2010 tax year, the City's ratio of assessed valuation to market value was 26.75%. The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the year prior to the tax in question. Under Title 54,



assessments are valid if they fall within what is called the statutory range (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2010 tax year was 22.74% to 30.76%. Therefore, a valid assessment for the 100,000-square-building would range between \$3,183,600 and \$4,306,400. For 2011 the ratio rose slightly to 29.43%, making the statutory range 25.02% to 33.84%. Consequently, assuming the same market value, a valid assessment for this same property for the 2011 tax year would range between \$3,502,800 and \$4,737,600. As the ratios and sales prices change from year to year, so would the actual dollar amount constituting a valid assessment.

I recommend this settlement as being in the best interest of the City.

ET/mm

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.772

Agenda No. 10.C

Approved: NOV 26 2013

TITLE:



RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$13,625.68 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEAL FILED BY 319 TONNELE AVENUE, LLC

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated on the attached Schedule A; and

WHEREAS, the Office of the Tax Collector has reviewed these settlements and computed the amount of refund or credit that will result from the implementation of these settlements; and

WHEREAS, both the taxpayer and the City agree that all interest payments on any such refund shall be waived by the taxpayer if such refund shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

WHEREAS, after consulting with the Office of the Tax Assessor and reviewing appraisal reports prepared by the owners and by certified real estate appraisers engaged by the City, the Tax Assessor and Corporation Counsel have recommended that the complaints be settled at the assessments specified below; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessments listed on the attached schedule.

These settlements will result in a refund and/or credit in the amount of \$13,625.68.

MAM/mw
11-18-13

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

SCHEDULE A - Dated November 15, 2013, Meeting November 26, 2013

Block Lot	Tax Year	Taxpayer/ Owner	Property Address	Added Assessment (10 months)	Settled Assessment (10 months)	Assessment Reduction	Refund
5302 2	2012	319 Tonnele Avenue, LLC	319 Tonnele Avenue	\$431,667.00	\$242,000.00	\$189,667.00	\$13,625.68



CITY OF JERSEY CITY
Office of the City Assessor
280 Grove Street
Jersey City, New Jersey 07302

EDUARDO TOLOZA, CITY ASSESSOR

Telephone: (201) 547-5132

Fax: (201) 547-4949

MEMORANDUM

DATE: November 19, 2013

TO: Rolando Lavarro, Council President and Members of the City Council

FROM: Eduardo Toloza Tax Assessor

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreement

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and 319 Tonnele Avenue, LLC, the owner of the property listed on the attached page. The refund results from an agreement that the added assessment placed on the property fell outside the range permitted for the 2012 tax year. The total tax dollar refund for this appeal is \$13,625.68.

The subject property, a vacant lot, was purchased by the Plaintiff from the City of Jersey City in February of 2012. Consequently, it was subject to a ten-month added assessment for the remainder of the 2012 tax year. Vacant land is valued by comparing the subject to other lots of similar size and in a similar location, which have sold during the year before the tax year under appeal. After a review of sales of other similar properties and considering the ration for the 2012 tax year, it was determined that the assessment should be reduced.

I recommend this settlement as being in the best interest of the City.

ET/mm

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.773

Agenda No. 10.0

Approved: NOV 26 2013

TITLE: _____



**CANCELLATION OF 2013 REAL ESTATE
TAXES ON BLOCK(S) 23001 & 19301 LOT(S) 30 & 40
ALSO KNOWN AS 161 BERGEN AVENUE AND 70 LEXINGTON AVENUE
BOTH CITY OWNED PROPERTIES**

**COUNCIL OFFERED, AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:**

WHEREAS, the City of Jersey City acquired the subject properties October 29, 2013 therefore, the property should be tax exempt for the remainder of the 2013 tax year; and

WHEREAS, the property still shows open, based on the original assessment which should be canceled; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the real estate tax balances on Blocks 23001 & 19301 Lots 30 & 40 are hereby canceled.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.774

Agenda No. 10.E

Approved: NOV 26 2013

TITLE: _____



CANCELLATION OF TAX BALANCES, LOT CLEANING CHARGES, ABATEMENT CHARGES, AND OTHER MUNICIPAL CHARGES, CREDITS AND DEBITS OF \$10.00 OR LESS FOR THE TAX YEAR 2013 & PRIOR.

COUNCIL, OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, various tax balances and credits for the tax year 2013 and prior years appear on the Tax Collector's records as of December 31, 2013; and

WHEREAS, bookkeeping and maintenance of such balances have become too costly for the City of Jersey City; and

WHEREAS, a list of these subject properties with such balances is maintained by the Tax Collector and could be verified for this purpose; and

WHEREAS, the Tax Collector deems that it is in the best interest of the City of Jersey City that these balance be canceled from accounting ledger files; and

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City Of Jersey City, that the Tax Collector of the City of Jersey City be authorized to cancel these balances.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.775

Agenda No. 10.F

Approved: NOV 26 2013

TITLE: _____



RESOLUTION AUTHORIZING THE CITY COLLECTOR TO TRANSFER TAX YEAR 2013 AND PRIOR YEAR REAL ESTATE TAX CREDITS, AND OTHER MUNICIPAL CHARGE BALANCES TO OPERATIONS.

**COUNCIL, OFFERED, AND MOVED ADOPTION OF THE
FOLLOWING RESOLUTION:**

WHEREAS, various credits and/or overpayments appear on the Tax Collector's records for TAX YEAR 2011 AND PRIOR, as of DECEMBER 31, 2013; and

WHEREAS, the Tax Collector of the City Of Jersey City wishes to transfer these credit balances to operations with the intent to maintain an efficient bookkeeping of the tax accounting records; and

WHEREAS, it is in the best interests of the City of Jersey City that these balances be transferred to operations;

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City Of Jersey City, that the Tax Collector of the City Of Jersey City be and is hereby authorized to transfer these balances to operations; and,

BE IT FURTHER RESOLVED, by the Municipal Council of the City of Jersey City that these funds shall be made available by the city treasurer on a legitimate claim for these credits or overpayments.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.776

Agenda No. 10.6

Approved: NOV 26 2013

TITLE:



RESOLUTION URGING THE STATE LEGISLATURE TO ADOPT LEGISLATION AUTHORIZING A CONSTITUTIONAL AMENDMENT TO BE SUBMITTED TO THE PEOPLE TO INCREASE THE INCOME ELIGIBILITY LEVELS FOR THE SENIOR AND DISABLED CITIZEN PROPERTY TAX DEDUCTION

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, residents who are age 65 and over or are permanently and totally disabled comprise a vital part of our community within the City of Jersey City; and

WHEREAS, a high number of our senior and disabled residents, who live on fixed or limited income, struggle to meet the challenges of increasing expenses; and

WHEREAS, there exists a constitutionally-based State of New Jersey tax deduction for property owners who are the age of 65 or older or are permanently and totally disabled. This deduction of \$250.00 is available to individuals with an income of less than \$10,000.00; and

WHEREAS, this \$10,000 income level has not been adjusted since 1983, and expenses have continued to consistently escalate. The current federal poverty level is \$11,490 for a single person household, thus rendering this currently limit far below the poverty level; and

WHEREAS, leadership from our state legislative delegation is necessary to provide some critical tax relief to our senior and disabled residents who are struggling to meet their burgeoning obligations. The adjustment of income level eligibility would require a constitutional amendment, and the passage of a concurrent resolution to move this issue before the people of the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Encourages the legislature to allow the voters of this State to decide the appropriate income level for senior and disabled resident eligibility for the property tax deduction set forth in Article VIII Section 1, paragraph 4 of the Constitution of the State of New Jersey.
2. Encourages the level be set at \$23,500 and be adjusted each year according to changes in the Consumer Price Index.
3. That the City Council of the City of Jersey City urges our Hudson County Legislative Delegation to sponsor and champion this legislation which is critical to enable tax relief for our senior and disabled homeowners.

TZ/igp
11/26/13

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0
11-26-13

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-26-13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

A CONCURRENT RESOLUTION proposing to amend Article VIII, Section I, paragraph 4 of the Constitution of the State of New Jersey.

BE IT RESOLVED *by the General Assembly of the State of New Jersey (the Senate concurring):*

1. The following proposed amendment to the Constitution of the State of New Jersey is agreed to:

PROPOSED AMENDMENT

Amend Article VIII, Section 1, paragraph 4 to read as follows:

4. The Legislature may, from time to time, enact laws granting an annual deduction, from the amount of any tax bill for taxes on the real property, and from taxes attributable to a residential unit in a cooperative or mutual housing corporation, of any citizen and resident of this State of the age of 65 or more years, or any citizen and resident of this State less than 65 years of age who is permanently and totally disabled according to the provisions of the Federal Social Security Act, residing in a dwelling house owned by [him] said resident which is a constituent part of such real property, or residing in a dwelling house owned by [him] said resident which is assessed as real property but which is situated on land owned by another or others, or residing as tenant-shareholder in a cooperative or mutual housing corporation, but no such deduction shall be in excess of \$160.00 with respect to any year prior to 1981, \$200.00 per year in 1981, \$225.00 per year in 1982, and \$250.00 per year in 1983 and any year thereafter and such deduction shall be restricted to owners having an income not in excess of \$5,000.00 per year with respect to any year prior to 1981, \$8,000.00 per year in 1981, \$9,000.00 per year in 1982, [and] \$10,000.00 per year in 1983 and any year [thereafter,] through 2013, \$23,500 per year in 2014, and for each year thereafter, the income limitation shall be the income limitation for the previous year adjusted in proportion to the percent change in the Consumer Price Index during the previous calendar year, which adjusted income limitation amount shall be rounded to the next highest multiple of \$100. For

the purpose of this paragraph, the definition of "Consumer Price Index" shall be as determined pursuant to law as shall be enacted.

The income of a citizen and resident shall be exclusive of benefits under any one of the following:

- a. The Federal Social Security Act and all amendments and supplements thereto;
- b. Any other program of the federal government or pursuant to any other federal law which provides benefits in whole or in part in lieu of benefits referred to in, or for persons excluded from coverage under, a. hereof including but not limited to the Federal Railroad Retirement Act and federal pension, disability and retirement programs; or
- c. Pension, disability or retirement programs of any state or its political subdivisions, or agencies thereof, for persons not covered under a. hereof; provided, however, that the total amount of benefits to be allowed exclusion by any owner under b. or c. hereof shall not be in excess of the maximum amount of benefits payable to, and allowable for exclusion by, an owner in similar circumstances under a. hereof.

The surviving spouse of a deceased citizen and resident of the State who during his or her life received a deduction pursuant to this paragraph shall be entitled, so long as he or she shall remain unmarried and a resident of the same dwelling house situated on the same land with respect to which said deduction was granted, to the same deduction, upon the same conditions, with respect to the same real property or with respect to the same dwelling house which is situated on land owned by another or others, or with respect to the same cooperative or mutual housing corporation, notwithstanding that said surviving spouse is under the age of 65 and is not permanently and totally disabled, provided that said surviving spouse is 55 years of age or older.

Any such deduction when so granted by law shall be granted so that it will not be in addition to any other deduction or exemption, except a deduction granted under authority of paragraph 3 of this section, to which the said citizen and resident may be entitled, but said citizen and resident may receive in addition any homestead rebate or credit provided by law. The State shall annually reimburse each taxing district in an amount equal to one-half of the tax loss to the district resulting from the allowance of tax deductions pursuant to this paragraph.

(cf: Art. VIII, Sec. I, par. 4; effective December 8, 1988)

2. When this proposed amendment to the Constitution is finally agreed to pursuant to Article IX, paragraph 1 of the Constitution, it shall be submitted to the people at the next general election occurring more than three months after the final agreement and shall be published at least once in at least one newspaper of each county designated by the President of the Senate, the Speaker of the General Assembly and the Secretary of State, not less than three months prior to the general election.

3. This proposed amendment to the Constitution shall be submitted to the people at that election in the following manner and form:

There shall be printed on each official ballot to be used at the general election, the following:

a. In every municipality in which voting machines are not used, a legend which shall immediately precede the question as follows:

If you favor the proposition printed below make a cross (X), plus (+), or check (✓) in the square opposite the word "Yes." If you are opposed thereto make a cross (X), plus (+) or check (✓) in the square opposite the word "No."

b. In every municipality the following question:

		CONSTITUTIONAL AMENDMENT TO INCREASE ANNUAL INCOME LIMIT FOR SENIOR AND DISABLED PROPERTY TAX DEDUCTION
	YES	Do you approve amending the Constitution to increase from \$10,000 to \$23,500 the annual income limit for the senior and disabled property tax deduction? The increase will take effect in 2014. The new income limit will be adjusted in each year after 2014 in according to changes in the

		Consumer Price Index.
	NO	<p>INTERPRETIVE STATEMENT</p> <p>Currently the Constitution limits to \$10,000 the amount of income that can be earned annually in order to qualify for the senior citizen and disabled property tax deduction.</p> <p>This amendment will increase the annual income limit to \$23,500, beginning in 2014. After 2014, the limit will be adjusted each year according to changes in the Consumer Price Index.</p> <p>The income limit was last increased in 1983, from \$9,000 to \$10,000.</p>

STATEMENT

This concurrent resolution proposes a constitutional amendment to increase the annual income limit for seniors and disabled persons to be eligible for an annual \$250 property tax deduction. The current annual income limit of \$10,000 would be increased to \$23,500. That increase would take effect in 2014, and the annual income limit would then be adjusted in each year after 2013 according to changes in the Consumer Price Index.

The last time that this annual income limit was increased was in 1983, from \$9,000 per year to the current \$10,000 per year. The amendment will rely upon enactment of implementing legislation establishing a definition of Consumer Price Index to determine increases in years after 2014 in order to ensure that the income limits remain realistic.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.777

Agenda No. 10.H

Approved: NOV 26 2013

TITLE:



RESOLUTION CELEBRATING THE LIFE OF

Dareus A. Burgess

WHEREAS, Dareus A. Burgess was born on March 17, 1981, in Jersey City, New Jersey to Miriam M. Melendez and Keith A. Burgess; and

WHEREAS, Dareus Burgess was educated in the Jersey City Public School System. He attended Jotham W. Wakeman, Public School #6 and William L. Dickinson High School where he was a member of the high school band; and

WHEREAS, Dareus Burgess was a hard worker with steady employment. He was known for his sense of humor and was very friendly. Dareus was also very athletic and an avid lover of sports. He enjoyed playing baseball, football and basketball; and

WHEREAS, Dareus Burgess' life was taken abruptly while playing basketball in the park just blocks from his Jersey City home on his day off from work; and

WHEREAS, Dareus Burgess transitioned from this earthly life at the age of 28. He entered into eternal rest on June 8, 2009, leaving many loving family members and devoted friends with cherished memories. Dareus lives in the hearts of many.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby celebrate the life of Dareus A. Burgess.

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APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

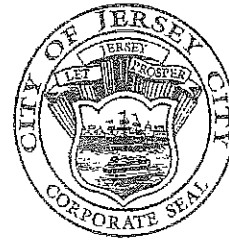
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.778

Agenda No. 10. I

Approved: NOV 26 2013

TITLE:



Resolution Honoring Dr. Hazel N. Dukes, President of the NAACP New York State Conference

ON THE OCCASION AND CELEBRATION OF THE 93RD ANNUAL
FREEDOM FUND BANQUET SPONSORED BY THE JERSEY CITY NAACP

WHEREAS, Dr. Hazel N. Dukes received a Bachelor's Degree in Business Administration from Adelphi University and completed post-graduate work at Queens College. In 1990, she was awarded an Honorary Doctor of Laws Degree from the City University of New York Law School at Queens College and in 2009 was conferred the Honorary Doctor of Humane Letters, Medgar Evers College, Brooklyn, NY. In 2012, Dr. Dukes was awarded the Honorary Degree of Doctor of Humane Letters from Touro College of Osteopathic Medicine in Harlem New York; and

WHEREAS, Dr. Dukes serves as President of the Hazel N. Dukes & Associates Consultant Firm, specializing in the areas of public policy, health and diversity. She is a member of the Assembly of Prayer Baptist Church where she served as Executive Assistant to the Pastor. She is a member of the Board of Trustees and teaches the Adult Sunday School. Dr. Dukes serves as President of the NAACP New York State Conference. She is also a member of the NAACP National Board of Directors, the NAACP Executive Committee and other various NAACP board sub-committees; and

WHEREAS, Dr. Dukes has many professional and organizational affiliations and is a member of the National Council of Negro Women, Inc., and National Black Leadership Commission on AIDS, INC. and the Executive Committee of the American Baptist Churches, USA. She is former President of the Metro-Manhattan Links Chapter. In 2010, she was appointed the National Links NGO Representative and is also former trustee of the State University of New York and Stillman College; and

WHEREAS, Dr. Dukes' dedication to human rights and equality is exemplified by her role linking business, government and social causes. She is the recipient of many distinguished awards for her outstanding leadership activities which include the Ellis Island Medal of Honor, YWCA City of New York John La Farge Memorial Award for Interracial Justice, Guy R. Brewer Humanitarian Award, and the 2007 The Network Journal's 25 Most Influential Black Women in Business Award. She is an active member of the Delta Sigma Theta Sorority Rockland County Alumnae Chapter and was selected to receive the sorority's Althea T.L. Simmons Social Action Award; and

WHEREAS, The Honorable Dr. Hazel N. Dukes will be the guest speaker at the 93rd Annual Freedom Fund Banquet sponsored by the Jersey City NAACP on Sunday, November 17, 2013 at The Casino-in-the Park in Jersey City, NJ. The theme for the event is "Equality and Justice for All."

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Dr. Hazel N. Dukes on the occasion and celebration of the 93rd Annual Freedom Fund Banquet sponsored by Jersey City NAACP.

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APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.779
Agenda No. 10.J
Approved: NOV 26 2013
TITLE:



Resolution Honoring Dr. Marcia V. Lyles, Jersey City Public Schools Superintendent ON THE OCCASION AND CELEBRATION OF THE 93RD ANNUAL FREEDOM FUND BANQUET SPONSORED BY THE JERSEY CITY NAACP

WHEREAS, Dr. Lyles has dedicated her career to making a difference; and

WHEREAS, Dr. Lyles served in the New York City school system for more than 30 years where she began her career as a high school teacher of English and subsequently served as an Assistant Principal, Principal, Deputy Superintendent, Community Superintendent and Regional Superintendent. Dr. Lyles was the founding CEO of the Community Learning Support Organization. Her last position in NYC was Deputy Chancellor for Teaching and Learning in the New York City Department of Education; and

WHEREAS, Dr. Lyles served as Superintendent of the Christina School District, Delaware's largest school district serving the Newark/Wilmington area during the years 2009-2012. On August 31, 2012, Dr. Marcia V. Lyles began her employment with the Jersey City Public Schools as the Superintendent. Dr. Lyles is the first African-American woman to lead Jersey City's School District. With 29,000 students in 39 schools, Jersey City Public Schools is the second largest school district in New Jersey; and

WHEREAS, Dr. Lyles has also served as a consultant for various organizations and as an adjunct professor for several colleges including UCLA, the City University of New York, Bank Street College and New York University; and

WHEREAS, Dr. Marcia V. Lyles will be honored at the 93rd Annual Freedom Fund Banquet sponsored by the Jersey City NAACP. The celebration will be held on Sunday, November 17, 2013 at The Casino-in-the Park in Jersey City, NJ. The theme for the event is "Equality and Justice for All" and the guest speaker for the evening will be the Honorable Dr. Hazel N. Dukes.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby applaud Dr. Marcia V. Lyles, honoree of the Jersey City NAACP for being a positive role model and exercising good citizenship.

G:\WPDOCS\TOLONDA\RESOS\HONORING\NAACP 93rd Annual Freedom Fund Banquet Resolutions.docx

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

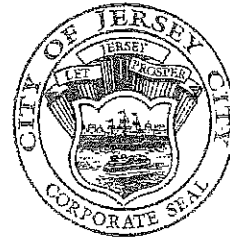
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.780

Agenda No. 10.K

Approved: NOV 26 2013

TITLE:



Resolution Honoring Dr. Anroy Ottley, Jersey City Medical Center Physician ON THE OCCASION AND CELEBRATION OF THE 93RD ANNUAL FREEDOM FUND BANQUET SPONSORED BY THE JERSEY CITY NAACP

WHEREAS, Dr. Anroy Ottley attended Andrews University Berrien Springs, Michigan where he earned a Bachelor of Science in Biology with emphasis in Zoology in 1995; and

WHEREAS, Dr. Ottley received his Doctorate of Medicine from St. George's University School of Medicine located in George's, Grenada, West Indies in 2002. He is a member of the Iota Epsilon Alpha Honor Society. The dedicated scholar was on the Chancellors list in 1998 and during the years 1998-2002, he was on the Dean's list; and

WHEREAS, Dr. Ottley has worked as a pathology lab technician, biology lab technician and a barber. He did his internship and residency at St. Barnabas Medical Center in Livingston, NJ. Since 2007, Dr. Ottley has been employed at Jersey City Medical Center as a staff general/trauma surgeon and an attending surgeon at St. Barnabas Medical Center; and

WHEREAS, Dr. Ottley is the recipient of many honors and awards including the Liberty Health Five Star Customer Service Award, St. Barnabas Outstanding Intern ABSITE Performance Award, St. Barnabas Medical Center Nancy Waldron award and the Herbert Schulte award. Dr. Ottley volunteers his time to many worthy causes and is a member of American College of Surgeons and Society of Critical Care Medicine; and

WHEREAS, Dr. Anroy Ottley will be honored at the 93rd Annual Freedom Fund Banquet sponsored by the Jersey City NAACP. The celebration will be held on Sunday, November 17, 2013 at The Casino-in-the Park in Jersey City, NJ. The theme for the event is "Equality and Justice for All" and the guest speaker for the evening will be the Honorable Dr. Hazel N. Dukes.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby applaud **Dr. Anroy Ottley**, honoree of the Jersey City NAACP for being a positive role model and exercising good citizenship.

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APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required: ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

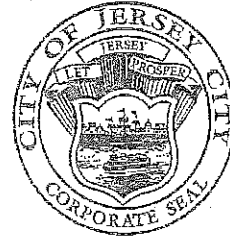
Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13-781
Agenda No. 10.1
Approved: NOV 26 2013
TITLE:



Resolution Honoring Jermaine Robinson, Proprietor of The Light Rail Café and The Real Deal Barber Shop ON THE OCCASION AND CELEBRATION OF THE 93RD ANNUAL FREEDOM FUND BANQUET SPONSORED BY THE JERSEY CITY NAACP

WHEREAS, Jermaine Robinson, a lifelong Jersey City resident, is a successful entrepreneur, business owner, licensed realtor and youth mentor; and

WHEREAS, Jermaine Robinson has been an outstanding achiever and pillar of the Jersey City community since he was a youth. While in high school, Jermaine was a member of The National Honor Society, a Scholar Athlete of the Year and youth counselor and mentor at the Jersey City Boys Club; and

WHEREAS, Jermaine Robinson attended University of Kansas and in 2000 earned his Realtor's license. In 2011, Jermaine was honored by Rising Tide Capital and the City of Jersey City for Global Entrepreneurship Week. He was an honoree of the "Made in Jersey City Day: The Delectable Dish" sponsored by the City of Jersey City. Jermaine has been featured on The Discovery Channel and is the owner and operator of The Light Rail Café and The Real Deal Barbershop; and

WHEREAS, Jermaine has mentored hundreds of Jersey City children as a youth basketball and baseball coach. Jermaine helped with fundraising efforts and served as a counselor for the non-profit and community service program for teenage inner city boys, "More Than a Race." Jermaine has also participated in Fugitive Safe Surrender; and

WHEREAS, Jermaine is a member of Friendship Lodge #44, Free & Accepted Masons Prince Hall Affiliate. Jermaine is also a member of Fortune Finders, a Jersey City based group which promotes Financial Literacy, Financial Education and Career Development for adolescences living throughout Hudson County; and

WHEREAS, Jermaine Robinson will be honored at the 93rd Annual Freedom Fund Banquet sponsored by the Jersey City NAACP. The celebration will be held on Sunday, November 17, 2013 at The Casino-in-the Park in Jersey City, NJ. The theme for the event is "Equality and Justice for All" and the guest speaker for the evening will be the Honorable Dr. Hazel N. Dukes.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby applaud Jermaine Robinson, honoree of Jersey City NAACP Honoree for being a positive role model and exercising good citizenship.

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APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	/			YUN	/			RIVERA	/		
RAMCHAL	/			OSBORNE	/			WATTERMAN	/		
BOGGIANO	/			COLEMAN	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

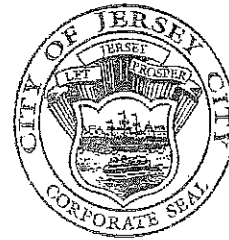
Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.782
Agenda No. 10.M
Approved: NOV 26 2013
TITLE:



Resolution Honoring Rev. Donovan Shoemaker, Pastor of First Wesleyan Church

ON THE OCCASION AND CELEBRATION OF THE 93RD ANNUAL
FREEDOM FUND BANQUET SPONSORED BY THE JERSEY CITY NAACP

WHEREAS, Donavon Shoemaker grew up in rural northeastern Indiana. He was called to pastoral ministry at an early age and majored in religion and minored in psychology at Marion College (Indiana Wesleyan University) where he and met the love of his life, Viola (Vi) Mayhle. The couple married three years later and in the fall of 1969, the newlyweds moved to Wilmore, Kentucky. Pastor Shoemaker attended Asbury Theological Seminary while Vi taught first grade at Mercer County Elementary School in Harrodsburg, Kentucky; and

WHEREAS, Pastor Shoemaker was called to pastor at the Jersey City First Wesleyan Church (FWC), his wife's high school spiritual home. The Shoemakers arrived in Jersey City on June 22, 1972. Under Pastor Shoemaker's leadership FWC has grown both in ministry and influence. Beyond specific ministries, First FWC has touched the lives of many individuals by listening, encouraging, counseling, witnessing, providing food, clothes, and praying for people in need. Bridges have been built with public officials, local pastors and congregations, community organizations and the neighborhood. FWC has helped birth three congregations since 1972. Pastor Shoemaker was a strong encourager in the development of Pilgrim Wesleyan Church in Brooklyn; and

WHEREAS, Pastor Shoemaker has served on boards of several community-based organizations and is currently a member and an officer of the Interdenominational Ministerial Alliance of Jersey City & Vicinity. He is also a member of the NAACP Jersey City Branch. He has received numerous recognitions including Distinguished Pastor in the Wesleyan Church (1996), the Houghton College Claude A. Ries Pastor of the Year Award (1985), Alumnus of the Year Award at Asbury Theological Seminary (2000), and The Goodman, Schwermer, and Chaney Award from the Honorable Mayor Glenn D. Cunningham (2003). In 2012, the City of Jersey City dedicated that Woodlawn Avenue between Bergen Avenue and Martin Luther King Drive also be known as Rev. Donavon W. Shoemaker Way; and

WHEREAS, Reverend Donovan Shoemaker will be honored at the 93rd Annual Freedom Fund Banquet sponsored by the Jersey City NAACP. The celebration will be held on Sunday, November 17, 2013 at The Casino-in-the Park in Jersey City, NJ. The theme for the event is "Equality and Justice for All" and the guest speaker for the evening will be the Honorable Dr. Hazel N. Dukes.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby applaud Reverend Donovan Shoemaker, honoree of the Jersey City NAACP for being a positive role model and exercising good citizenship.

G:\WPDOCS\TOLONDA\RESOS\HONORING\NAACP 93rd Annual Freedom Fund Banquet Resolutions.docx

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.783
Agenda No. 10.N
Approved: NOV 26 2013
TITLE:



Resolution Honoring Rev. Vincent Thomas, Pastor of Bethesda Baptist Church ON THE OCCASION AND CELEBRATION OF THE 93RD ANNUAL FREEDOM FUND BANQUET SPONSORED BY THE JERSEY CITY NAACP

WHEREAS, Vincent LaRoy Thomas was educated in the Newark Public School System graduating from Vailsburg High School in 1974. He attended Merchant Marine Academy at Kings Point, L.I., NY and Virginia Union University where he earned a Bachelor of Arts degree in Humanity with an emphasis in Religion and Philosophy. He received a Masters of Divinity from the former VUU School of Theology now named the Samuel D. Proctor School of Theology. Following his formal education, Vincent has attended numerous continuing education classes and specialized workshops dealing with drug, alcohol, health and family crisis resolution; and

WHEREAS, Reverend Thomas is a third generation African-American Baptist preacher of the Gospel under the Lordship of Jesus the Christ. He has served as the dedicated pastor of four churches in his 35 year career. Macedonia Baptist Church in Heathsville, VA, First Gravel Hill Baptist Church, Smithfield, VA, Tabernacle Baptist Church, Greenville, SC and presently, Bethesda Baptist Church in Jersey City, NJ.; and

WHEREAS, Reverend Thomas has developed an extensive Christian Education Ministry that touches all age groups at the Bethesda Church. He has also become involved with the community through his work with The Most Excellent Way and Urban Medical Behavior Health serving as a mentor, group-facilitator and a pastor for many of the clients. Most recently, he began the responsibility of providing a weekly session for a mixed group of clients utilizing many methods of communication and interaction: including moral recognition techniques, role play, music-therapy and life-skills planning and development; and

WHEREAS, Reverend Thomas will be honored at the 93rd Annual Freedom Fund Banquet sponsored by the Jersey City NAACP. The celebration will be held on Sunday, November 17, 2013 at The Casino-in-the Park in Jersey City, NJ. The theme for the event is "Equality and Justice for All" and the guest speaker for the evening will be the Honorable Dr. Hazel N. Dukes.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby applaud Reverend Vincent Thomas, honoree of the Jersey City NAACP for being a positive role model and exercising good citizenship.

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APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.784
Agenda No. 10.0
Approved: NOV 26 2013
TITLE:



Resolution Honoring John H. and Candace Watson of Watson Mortuary Service, Inc.

ON THE OCCASION AND CELEBRATION OF THE 93RD ANNUAL
FREEDOM FUND BANQUET SPONSORED BY THE JERSEY CITY NAACP

WHEREAS, John H. Watson earned a Bachelor of Arts degree in Business and a Master's degree in Criminal Justice. He honorably served his country in the United States Army for 21 years, where he received two purple hearts for his tour in the Vietnam War. He was a first US Sergeant under General Colin Powell. After retiring from the U.S. Army he began a second career. John completed his funeral directing training and graduated from American Academy McAllister Institute of Funeral Service and was licensed with the State of New Jersey as a Practitioner of Mortuary Science in 1984. Currently, John also serves the Salem Baptist Church Deacon Board under the leadership of Rev. D. Keith Owens; and

WHEREAS, Candace Watson attended Rutgers University in the 1970's and graduated from American Academy McAllister Institute where she completed her funeral directing training. Candace Watson was licensed with the State of New Jersey as a Practitioner of Mortuary Science in 1976; and

WHEREAS, John and Candace Watson co-founded Watson Mortuary Service, Inc. in the late 1980's. Watson Mortuary Service, Inc. is family-owned and has a proud history of serving the local community with personal services while upholding professional standards; and

WHEREAS, John and Candace Watson have two sons. The eldest is a licensed mortician with the State of New Jersey and employed at Watson Mortuary Service, Inc. Their youngest son also has aspirations to follow his family's footsteps and keep their brand relevant for future generations to come; and

WHEREAS, John and Candace Watson will be honored at the 93rd Annual Freedom Fund Banquet sponsored by the Jersey City NAACP. The celebration will be held on Sunday, November 17, 2013 at The Casino-in-the Park in Jersey City, NJ. The theme for the event is "Equality and Justice for All" and the guest speaker for the evening will be the Honorable Dr. Hazel N. Dukes.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby applaud John H. and Candace Watson, honorees of the Jersey City NAACP for being a positive role models and exercising good citizenship.

G:\WPDOCS\TOLONDA\RESOS\HONORING\NAACP 93rd Annual Freedom Fund Banquet Resolutions.docx

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.785
Agenda No. 10.P
Approved: _____
TITLE: _____



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 35 FOOT LOADING ZONE AT 111 GREENVILLE AVENUE, MONDAY THROUGH FRIDAY, 8:00 A.M. TO 4:00 P.M.

Council as a whole
resolution:

offered and moved adoption of the following

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

WHEREAS, the provisions of Section 3-68(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 13-061) be promulgated designating a loading zone at the location described therein.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City; that

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 13-061) 111 Greenville Avenue, south side, beginning 23 east of Romar Avenue and extending to a point 35 feet easterly, Monday through Friday, 8:00 a.m. to 4:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection
c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Director,
Architecture, Engineering, Traffic and Transportation

APPROVED: _____
Director, Dept. of Public Works

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

JDS:pcl
(10.29.13)

	REC'D		
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

WITHDRAWN

APPROVED			
GE	11.26.13		
INCILPERSON	AYE	NAY	N.V.
ERA			
TERMAN			
ARRO, PRES.			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Muni



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201-547-4402 | F: 201-547-4803



MICHAEL RAZZOLI
DIRECTOR

Regulation 13-061

October 29, 2013

**LOADING ZONE REGULATION
DESIGNATED**

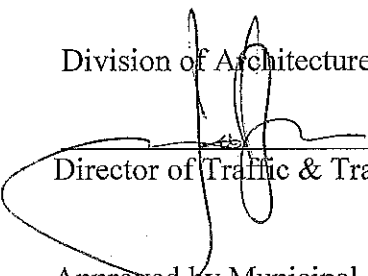
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-68 (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

111 GREENVILLE AVENUE – SOUTH SIDE

Beginning at a point approximately 23 feet east of Romar Avenue and extending to a point 35 feet easterly therefrom.

Time: Monday through Friday
8:00 a.m. to 4:00 p.m.

Division of Architecture, Engineering, Traffic and Transportation



Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____

RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/ resolution/cooperation agreement:

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 35 FOOT LOADING ZONE AT 111 GREENVILLE AVENUE, MONDAY THROUGH FRIDAY, 8:00 A.M. TO 4:00 P.M.

2. Name and title of person initiating ordinance/resolution, etc.:

Joao D'Souza, Director of Traffic & Transportation, Division of Architecture, Engineering, Traffic and Transportation, Department of Public Works at the request of Dionne Kelly on behalf of Angels Fabrication, 111 Greenville Avenue, JCNJ 201.630.4651

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Designate a loading zone at 111 Greenville Avenue, beginning 23 feet east of Romar Avenue and extending 35 feet easterly, Monday through Friday, 8:00 a.m. to 4:00 p.m. The loading zone will eliminate the one (1) legal parking space on the south side Greenville Avenue between Romar Avenue and Woodland Avenue

4. Reasons (need) for the proposed program, project, etc.:

Facilitate the tractor trailers making deliveries to Angels Fabrication and facilitate deliveries from Angels Fabrication.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:

The applicant will pay \$75.00 for each loading zone sign and each channel installation. There will be no cost to the City.

Two u-posts

Two loading zone signs

Cost: \$300.00

7. Date proposed program or project will commence:

Pending approval by The Jersey City Municipal Council

8. Anticipated completion date:

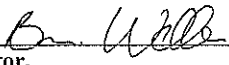
Ten days following adoption by The Jersey City Municipal Council

9. Person responsible for coordinating proposed program, project, etc.:

Patricia Logan, Supervising Traffic Investigator, Division of Architecture, Engineering, Traffic and Transportation

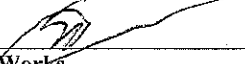
10. Additional comments:

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.



Director,
Architecture, Engineering, Traffic and Transportation

10-31-13
Date



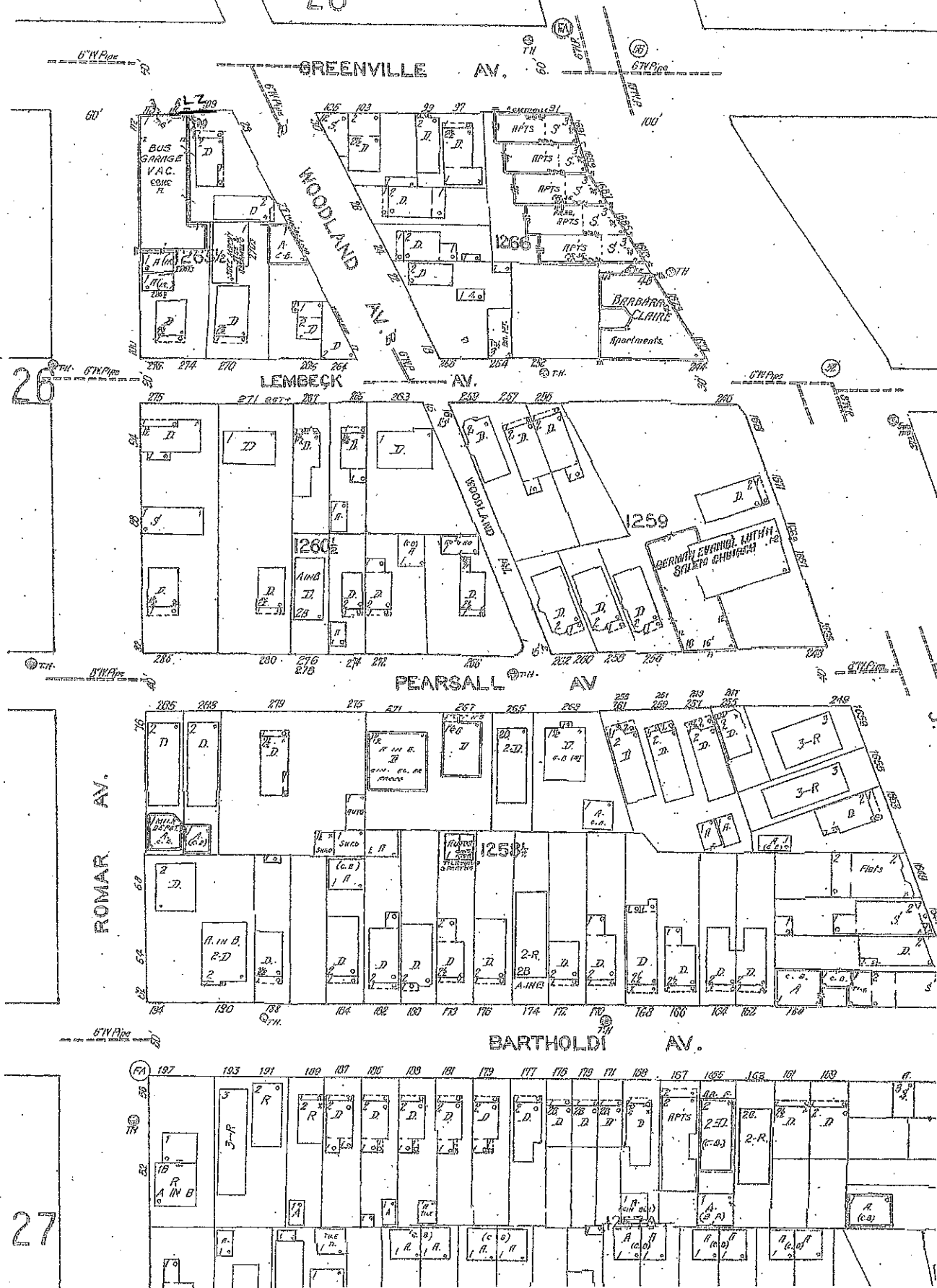
Director, Dept. of Public Works

11-1-13
Date

NORTH



26



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.786

Agenda No. 10.0

Approved: NOV 26 2013

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A PARTIAL RELEASE OF TEN EMERGING MARKET-RATE UNITS AND TWO ACCESS DRIVE LOTS FROM THE BLANKET MORTGAGE OF TRFDP-JACKSON GREEN, LLC AFFECTING PROPERTY KNOWN AS 429-455 ROSE AVENUE

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, the properties located at 429-455 Rose Avenue were acquired to effectuate the construction of twenty-two (22) single family affordable townhome units, consisting of ten (10) emerging market-units, twelve (12) affordable units and two (2) lots for access driveways for a project in the Martin Luther King Drive Redevelopment Area known as "Jackson Green" (Project) as outline in Exhibit A hereto; and

WHEREAS, the Municipal Council of the City of Jersey City, on September 12, 2012, adopted Resolution 12-710 authorizing the City, the Jersey City Redevelopment Agency ("JCRA") and TRF Development Partners, Inc. ("TRFDP") to apply for construction financing and subsidy funding from the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") under its Choices in Home Ownership Incentives Created for Everyone ("CHOICE") program for the Project; and

WHEREAS, on September 19, 2012, JCRA and TRFDP entered into a Redevelopment Agreement under which JCRA will sell the 24 parcels of property, after subdivision, for a purchase price of \$435,600.00; and

WHEREAS, the Redevelopment Agreement was subsequently assigned from TRFDP to TRFDP - Jackson Green, LLC ("Jackson Green"); and

WHEREAS, on May 29, 2013, Jackson Green closed the financing for the Project: a CHOICE construction loan from the NJHMFA for \$1,205,659.00, a CHOICE construction loan from The Reinvestment Fund (the "Lead Lender") for \$1,205,659.00, a subsidy loan from the NJHMFA for \$500,000.00, a purchase money loan of \$435,000.00 from the JCRA, and a loan from the City in the aggregate amount of \$3,033,000.00 from its CDBG, HOME and Affordable Housing Trust Fund programs (the "City's Blanket Mortgage"); and

WHEREAS, the blanket mortgage dated May 29, 2013, to the City is to secure Jackson Green's obligation to construct and maintain the twelve (12) affordable units as low/moderate affordable income housing for a minimum period of twenty (20) years;

WHEREAS, Jackson Green has advised the City that the ten (10) emerging market-rate units and two (2) access driveways should be released from the City's mortgage because the mortgage describes the collateral as all of the underlying property upon which the Project is located; and

WHEREAS, the ten (10) emerging market-rate units are as follows: 429 Rose Avenue; 437 Rose Avenue; 438 Rose Avenue; 443 Rose Avenue; 445 Rose Avenue; 447 Rose Avenue; 449 Rose Avenue; 451 Rose Avenue; 453 Rose Avenue; and 455 Rose Avenue; and

WHEREAS, the two (2) access driveways are as follows: Block 22601, Lot 16.02 and Block 22602, Lot 1.09; and

WHEREAS, as a result, the ten (10) emerging market-rate units and two (2) access driveways must be released from the blanket mortgage.

TITLE:

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

- 1.) The Mayor or Business Administrator is hereby authorized to execute a partial mortgage discharge for TRFDP-Jackson Green, LLC from the City's Blanket Mortgage dated May 29, 2013 in the amount of \$3,033,000.00, of the ten (10) emerging market-rate units and two (2) access driveways located at: 429 Rose Avenue; 437 Rose Avenue; 438 Rose Avenue; 443 Rose Avenue; 445 Rose Avenue; 447 Rose Avenue; 449 Rose Avenue; 451 Rose Avenue; 453 Rose Avenue; 455 Rose Avenue; Block 22601, Lot 10.02 and Block 22602, Lot 1.09.
- 2.) The twelve (12) single-family affordable townhome units shall remain subject to the City's HOME blanket mortgage until each individual unit owner executes an Affordable Housing Agreement and/or self-amortizing Mortgage and Note in favor of the City and these documents are recorded with the Hudson County Register's Office and are substituted as liens affecting each of the individual affordable housing units.
- 3.) The Mayor or Business Administrator is authorized to execute any other documents appropriate or necessary to effectuate the purposes of the within resolution.
- 4.) All documents shall be subject to approval by the Corporation Counsel.

IW
11/19/13

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation CounselCertification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

SCHEDULE A

Property Description

SCHEDULE A

Property Description

Jersey City, New Jersey

Block 22601/Lot 10.02

Block 22601/Lot 16.01 (455 Rose Ave.)

Block 22601/Lot 16.02 (453 Rose Ave.)

Block 22601/Lot 16.03 (451 Rose Ave.)

Block 22601/Lot 16.04 (449 Rose Ave.)

Block 22601/Lot 16.05 (447 Rose Ave.)

Block 22601/Lot 16.06 (445 Rose Ave.)

Block 22601/Lot 16.07 (443 Rose Ave.)

Block 22601/Lot 16.08 (441 Rose Ave.)

Block 22601/Lot 16.09 (439 Rose Ave.)

Block 22601/Lot 16.10 (437 Rose Ave.)

Block 22601/Lot 16.11 (435 Rose Ave.)

Block 22601/Lot 16.12 (433 Rose Ave.)

Block 22601/Lot 16.13 (431 Rose Ave.)

Block 22601/Lot 16.14 (429 Rose Ave.)

Block 22602/Lot 1.01 (452 Rose Ave.)

Block 22602/Lot 1.02 (450 Rose Ave.)

Block 22602/Lot 1.03 (448 Rose Ave.)

Block 22602/Lot 1.04 (446 Rose Ave.)

Block 22602/Lot 1.05 (444 Rose Ave.)

Block 22602/Lot 1.06 (442 Rose Ave.)

Block 22602/Lot 1.07 (440 Rose Ave.)

Block 22602/Lot 1.08 (438 Rose Ave.)

Block 22602/Lot 1.09



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

November 19, 2013

Council President and Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 07302

Re: Resolution of the Municipal Council of the City of Jersey City Authorizing the Business Administrator to Execute a Partial Release of Ten Emerging Market-Rate Units and Two Access Drive Lots from the Blanket Mortgage of TRFDP-Jackson Green, LLC affecting property known as 429-455 Rose Avenue

Dear Council President and Members of the Municipal Council:

The City provided TRFDP-Jackson Green, LLC (the developer) with a "blanket" mortgage dated May 29, 2013, in the amount of \$3,033,000.00 covering several properties known as 429-455 Rose Avenue to fund the construction of the Jackson Green project. The project consists of twenty (22) single family townhome units of which ten (10) are emerging market units, twelve (12) are affordable units and two (2) are access driveways lots. The blanket mortgage requires the developer to maintain the twelve (12) affordable units for a term of twenty (20) years. The City's mortgage remains as a lien affecting the entire property until all the affordable units within the project are sold.

TRFDP-Jackson Green, LLC is seeking to close on certain emerging market units and has advised the City that the ten (10) emerging market units and two (2) access driveway lots are not subject to the city's lien and should be released from the blanket mortgage. In order to close on these market units, a partial release from the city's blanket mortgage is required. The twelve (12) affordable units will remain subject to the City's blanket mortgage.

Very truly yours,

JEREMY FARRELL
CORPORATION COUNSEL

IW/igp

c: Robert Kakoleski, Acting Business Administrator
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.787

Agenda No. 10.R

Approved: NOV 26 2013

TITLE:



RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET. SEQ., BETWEEN THE CITY OF JERSEY CITY AND THE HUDSON COUNTY IMPROVEMENT AUTHORITY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes agreements between local units of the State to provide services performed by the local units; and

WHEREAS, the Hudson County Improvement Authority ("HCIA") is a duly created public body corporate and politic of the State of New Jersey, with offices at 830 Bergen Avenue, Jersey City, New Jersey 07306; and

WHEREAS, the Hudson County Improvement Authority ("HCIA") has developed a program ("Program") to provide for, among other things, the financing, design, construction, installation, operation and maintenance of solar and other renewable energy projects ("Renewable Energy Projects") to be located on certain buildings, structures, and lands ("Facilities") owned by Hudson County ("County") and by municipalities, boards of education and other public bodies and local government entities in the County (collectively, "Local Units"); and

WHEREAS, the City of Jersey City ("CITY") took part in the initial round of the Program; and

WHEREAS, the City's newly constructed Department of Public Works facility located at 13 Linden Avenue, Jersey City, New Jersey 07306 ("DPW Facility"), was not eligible for the initial round of the Program because it was not yet completely constructed; and

WHEREAS, the CITY would like to work with the HCIA to implement the Program for the DPW Facility; and

WHEREAS, the CITY would like to authorize the HCIA to undertake a procurement process pursuant to competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (LPCL) by issuing a "Request for Proposals for a Developer of Photovoltaic Systems for the City of Jersey City" (the "RFP") seeking a developer ("Solar Developer") for Renewable Energy Projects" to be located on the DPW Facility, and for the sale of electricity to the CITY at reduced rates; and

WHEREAS, the Parties desire that, in addition to the services provided by the HCIA in issuing the RFP and evaluating proposals, the HCIA provide the CITY with construction and project management services in connection with the Renewable Energy Projects, as well as the implementation of a PPA with the Successful Respondent (collectively, the "Services"); and

WHEREAS, the Parties desire to enter into a Shared Services Agreement covering the Services, a copy of which is on file in the City Clerk's Office; and

WHEREAS, the HCIA has the experience and expertise to efficiently and economically provide the Services required by the CITY; and

WHEREAS, the term of the Shared Agreement shall be effective upon the execution of the Agreement and adoption by the Parties of this resolution approving the terms and conditions of the Agreement; and

TITLE:

WHEREAS, the term of the Shared Agreement shall be for a period not to exceed seventeen (17) years, but shall automatically renew for successive terms of one (1) year, unless terminated as provided herein; and

WHEREAS, the Shared Agreement may be terminated by either party upon sixty (60) days written notice for any reason; and

WHEREAS, the HCIA agrees to provide the Services herein to the CITY in exchange for the sum of One (\$1.00) Dollar, in hand paid, and other good and valuable consideration; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), the Parties are authorized to enter into an agreement with each other without public advertising for bids; and

WHEREAS, the Agreement is considered to be in the best interest of the CITY.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The recitals set forth above are hereby incorporated into the body of this resolution.
2. The Mayor or Business Administrator is hereby authorized and directed to execute a Shared Services Agreement with the Hudson County Improvement Authority, a copy of which is on file in the City Clerk's Office
3. This Resolution shall take effect immediately.
4. The Shared Services Agreement shall be in substantially the form attached, subject to modification as the Corporation Counsel or Business Administrator deems necessary or appropriate.
5. A copy of the Agreement shall be open to public inspection at the Office of the City Clerk immediately after passage pursuant to N.J.S.A. 40A:65-5(b).
6. A copy of the Agreement shall be filed with the Division of Local Government Services of the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:65-4(b).

PV
11/19/13

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL			✓	OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando B. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

SHARED SERVICES AGREEMENT

between the

HUDSON COUNTY IMPROVEMENT AUTHORITY

and the

CITY OF JERSEY CITY

THIS AGREEMENT ("AGREEMENT") is made by and between the **HUDSON COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, having offices at 830 Bergen Avenue, Jersey City, New Jersey 07306, hereinafter referred to as "**HCIA**," and **CITY OF JERSEY CITY**, a public body corporate and politic of the State of New Jersey, having offices at 280 Grove Street, Jersey City, New Jersey 07306, hereinafter referred to as the "**CITY**." The HCIA and the CITY are hereinafter referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, the Hudson County Improvement Authority ("HCIA") has developed a program ("Program") to provide for, among other things, the financing, design, construction, installation, operation and maintenance of solar and other renewable energy projects ("Renewable Energy Projects") to be located on certain buildings, structures, and lands ("Facilities") owned by Hudson County ("County") and by municipalities, boards of education and other public bodies and local government entities in the County (collectively referred to as, "Local Units"); and

WHEREAS, the CITY took part in the initial round of the Program; and

WHEREAS, the CITY's newly constructed Department of Public Works facility located at 13 Linden Avenue, Jersey City, New Jersey 07306 ("DPW Facility"), was not eligible for the initial round of the Program because it was not yet completely constructed; and

WHEREAS, the CITY would like to work with the HCIA to implement the Program for the DPW Facility; and

WHEREAS, the CITY would like to authorize the HCIA to undertake a procurement process pursuant to competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. ("LPCL") by issuing a "Request for Proposals for a Developer of Photovoltaic Systems for the City of Jersey City" ("RFP") seeking a developer ("Solar Developer") for Renewable Energy Projects to be located on the DPW Facility, and for the sale of electricity to the CITY at reduced rates; and

WHEREAS, the HCIA, and its team of professionals, is prepared to develop and administer the RFP, evaluate proposals, develop an evaluation report and present the results of the evaluation to the CITY; and

WHEREAS, the HCIA intends to structure the RFP to seek proposals from the Solar Developers utilizing both public and private financing options for the construction of the Renewable Energy Projects; and

WHEREAS, the CITY desires to authorize its participation in the Program and the procurement process to be undertaken by the HCIA; and

WHEREAS, the Parties desire that, in addition to the services provided by the HCIA in issuing the RFP and evaluating proposals, the HCIA provide the CITY with construction and project management services in connection with the Renewable Energy Projects, as well as the implementation of a Power Purchase Agreement (PPA) with the Successful Respondent (collectively, the "Services"); and

WHEREAS, the CITY desires to authorize the execution of an agreement with the HCIA for the Services; and

WHEREAS, the HCIA has the experience and expertise to efficiently and economically provide the Services required by the CITY; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), the HCIA and the CITY are each authorized to enter into this Agreement without public advertising for bids; and

WHEREAS, each of the above Parties has adopted a resolution authorizing the execution of this Agreement,

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals Incorporated**: The recitals set forth above are incorporated into this Agreement as if set forth at length herein.
2. **Services** – The Services rendered or to be rendered by HCIA to the CITY include the following:
 - A. **Development and Administration of the RFP** – The HCIA will develop a competitive contracting RFP that will, pursuant to competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. ("LPCL"), request proposals from Solar Developers for the financing, design, construction, installation, operation and maintenance of Renewable Energy Projects to be located on the DPW Facility, and for the sale of electricity to the CITY at reduced rates. The RFP will include several public and private financing options.
 - B. **Evaluation of Proposals** – The HCIA will review the proposals on behalf of the CITY, as follows:
 - i. **Interviews** – The HCIA will conduct interviews with all firms submitting a responsive proposal, during which proposers will be

permitted to clarify their responses, consistent with law.

- ii. Matrix Scoring – The HCIA will develop and utilize a scoring matrix, tailored to the CITY, to evaluate all proposals received. The scoring matrix will be used by the HCIA to evaluate and weigh each of the criteria contained in the RFP, as well as each proposer's performance in the interview process.
- iii. Evaluation Report – Following the proposal evaluation process, the HCIA will prepare an evaluation report. This evaluation report will address legal, technical and financial aspects of each responsive proposal and recommend the Successful Respondent. This report will be shared with the City.

C. Financing – If necessary, based upon the selected Successful Respondent's proposal, the HCIA may, after consultation with the County, provide partial financing. If financing is provided, the HCIA will prepare and submit any applications to the Local Finance Board for approval. The CITY will cooperate with the HCIA and provide any information required and execute any documents required by the Local Finance Board as part of such application.

D. Development of Power Purchase Agreement ("PPA"), and Site License Agreement – The HCIA will lead the effort to finalize the PPA and Site License to be executed by the CITY, the Successful Respondent and the HCIA.

- i. PPA – The PPA will set forth the price proposed by Successful Respondent for the energy generated by the Renewable Energy Project resulting in direct and certain budgetary savings to the CITY. The PPA will require the Successful Respondent to, among other things, fund all costs, and to design, permit, construct, own, operate and maintain the Renewable Energy Project with no upfront costs to the CITY. The PPA will also address electricity output guarantees, roofing warranties, insurance, and construction scheduling and bonding requirements.
- ii. Site License Agreement – The Site License Agreement will require the CITY to grant access to the Successful Respondent so that the Successful Respondent may construct, operate, and maintain the Renewable Energy Project at the DPW Facility.

E. Construction and Project Management Services – The HCIA will act as a liaison between the Successful Respondent and the CITY regarding design, construction, installation, and management of the Renewable Energy Project. The HCIA will provide advisory services, including coordinating and running weekly project status meetings during the construction phase, and providing the CITY with periodic status reports on the timing of the Renewable Energy Project from the pre-construction meeting through project close-out. During

the term of the PPA, the HCIA shall act as liaison between the CITY and the Successful Respondent with regard to issues of maintenance, access, and performance involving the Renewable Energy Project.

F. Removal – Upon termination of the PPA, unless the CITY chooses to purchase the Renewable Energy Project, the Successful Respondent will be required to remove the Renewal Energy Project from the DPW Facility, including the preparation of any document required to formalize the removal of the Renewal Energy Project.

3. Compensation and Payment: The HCIA agrees to provide the Services herein to the CITY in exchange for the sum of One (\$1.00) Dollar, in hand paid, and other good and valuable consideration.

4. Effective Date: This Agreement will become effective upon the execution of this Agreement and adoption by the Parties of similar resolutions approving the terms and conditions of this Agreement.

5. Contractual Relationship:

1. In performing the services under this Agreement, the HCIA and the City shall operate and have the status of an independent contractor and shall not act as an agent or employee of each other. As independent contractors, the parties shall be solely responsible for determining the means and methods of person the services described in the Scope of Services.

2. The parties shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent practices to ensure that all services are adequate and approved for the purposes intended.

6. Term: The term of this Agreement shall be for a period not to exceed seventeen (17) years, but shall automatically renew for successive terms of one (1) year, unless terminated as provided herein.

7. Termination: This Agreement may be terminated by either party upon sixty (60) days written notice for any reason.

8. Obligation of the Parties: Each of the Parties agrees to fully fund its obligations pursuant to this Agreement and to make such budget appropriations and adopt such resolutions as are reasonably necessary pursuant to the laws of the State of New Jersey to provide such funds.

9. Compliance with Statutes, Rules and Regulations: Each of the Parties is responsible for compliance with such statute, rules and regulations as may be applicable to it during the term of this Agreement.

10. **Counterparts:** This Agreement may be executed in counterpart, the integration of all signature pages constituting the final agreement hereto.
11. **Entire Agreement:** This Agreement, including any exhibits or documents incorporated by reference, contains the entire agreement between the Parties and supersedes any prior agreements of the parties with respect to its subject matter. This Agreement may only be altered by a written amendment signed by both Parties and approved by resolution duly adopted by the governing bodies of each of the Parties.
12. **Provisions of Law:** All provisions of law which are not enumerated in the Agreement, but which are required to be made a part of this Agreement are hereby deemed incorporated herein. The Parties' performance hereunder shall be subject to and in conformance with all applicable laws, rules and regulations.
13. **Severability:** If any term or condition of this Agreement or application thereof shall be determined to be contrary to the laws of State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.
14. **Transferability of Interest:** Neither Party shall subcontract, assign, or otherwise transfer its interests in this Agreement without the written consent of the other Party, except that the CITY recognizes that the HCIA shall perform the services required by this Agreement through the use of its professionals and consultants.
15. **Modification:** The parties hereto reserve the right, subject to mutual consent, to modify the terms and conditions contained herein, as necessary and as evidenced by a written formally executed Addendum to this Agreement.
16. **Affirmative Action Requirements:** During the performance of this contract, the Parties agree to comply with the requirements of EXHIBIT A TO AGREEMENT; MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE, annexed hereto.

IN WITNESS WHEREOF, the parties have, through the appropriate officials thereof, executed and sealed this shared services agreement on this _____ day of November, 2013.

ATTEST:

HUDSON COUNTY IMPROVEMENT
AUTHORITY

By: _____

By: _____

ATTEST:

CITY OF JERSEY CITY

By: _____

By: _____

EXHIBIT A TO AGREEMENT

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval; OR
Certificate of Employee Information Report; OR
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.788

Agenda No. 10.5

Approved: NOV 26 2013

TITLE:



RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO PUBLIC SERVICE ELECTRIC & GAS (PSE&G) FOR THE RELOCATION OF SERVICE AT CITY HALL DUE TO HURRICANE SANDY ON OCTOBER 29 AND 30, 2012

Council offered and moved adoption of the following Resolution:

WHEREAS, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

WHEREAS, as a result of the storm, the Director of Public Works notified the Purchasing Agent that there was an urgent need to relocate PSE&G service at City Hall; and

WHEREAS, the Purchasing Agent was satisfied that an emergency existed; and

WHEREAS, it is necessary to have the PSE&G services relocated as soon as possible as it is necessary to protect and promote the public health, safety and welfare; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the total cost for the service is \$100,401.36; and

WHEREAS, these funds are available in the Hurricane Sandy Capital Fund Account.

<u>PO #</u>	<u>Account No.</u>	<u>Amount</u>
111783	01-272-55-000-044	\$100,401.36

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) because of the above stated reasons which are incorporated herein, an emergency contract award to PSE&G, 20 Commerce Drive, Cranford, New Jersey 07016 is made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. for relocating PSE&G service at City Hall is hereby ratified;
- 2) the total cost of the emergency contract is \$100,401.36;
- 3) the Director of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;
- 4) the Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

(Continued to page.2)

City Clerk File No. Res. 13.788Agenda No. 10.5

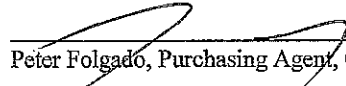
TITLE:


RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO PUBLIC SERVICE ELECTRIC & GAS (PSE&G) FOR THE RELOCATION OF SERVICE AT CITY HALL DUE TO HURRICANE SANDY ON OCTOBER 29 AND 30, 2012

- 5) the Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Approved by


 11/18/13
 Peter Folgado, Purchasing Agent, QPA, RPPO

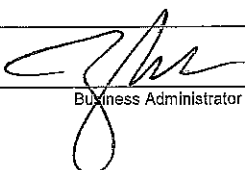

 Donna Mauer, CFO

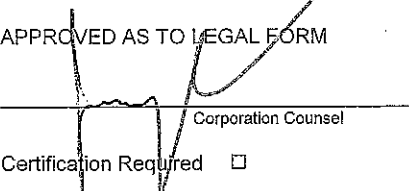
 PF/pv
 11/14/13

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:


 Business Administrator


 Corporation Counsel
Certification Required ☐Not Required ☐

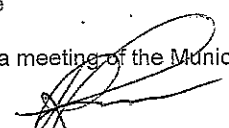
APPROVED 9-0

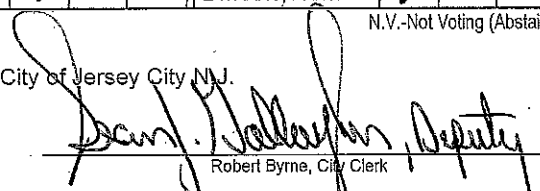
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: November 18, 2013

To: Peter Folgado, Purchasing Director

From: Michael Razzoli, DPW Director

Subject: PSE&G INFRASTRUCTURE

There is a need for repairs at City Hall which includes relocation of poles, wires, transformers and meters which was due to Hurricane Sandy. This repair is needed prior to the construction of the new electrical system. Current conditions create dangerous condition for all those who work at these locations. On October 29, 2013, damage assessment reports were sent to the City from PSE&G.

Further examination by myself and Mr. Brian Weller, Director of Architecture, Engineering and Traffic, revealed that these repairs must be immediately. As Director of the Department of Public Works, I inspected this location and determined that they are not in working conditions and must be fixed.

It is necessary to have this work performed as soon as possible because it posed a threat to public safety and this work is necessary to protect and promote the public health, safety and welfare. PSE&G submitted a proposal for \$101,401.36 for the relocation of poles, new service, transformers, meters, construction of entirely new hand hole and subsurface PSE&G infrastructure.

Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and formally authorized PSE&G to provide the necessary repairs without further delay. The total funds requested for this purpose is \$101,401.36. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.


Michael Razzoli

c: James Madden , Deputy Dir
Brain Weller , Director, Arch, Engr and Traffic
Pat Vega, Purchasing Division

Requisition #

0164160

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #

107132

Requisition

Vendor
PUBLIC SERVICE ELECTRIC & GAS
ATTN.: SHIRLEY OWENS
20 COMMERCE DRIVE
CRANFORD NJ 07016
PU450800

Dept. Bill To
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305

Dept. Ship To
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305

Contact Info
Brian Weller, Dir
2015475800

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	HURRICANE SANDY FACILITY RELOCATION REQUEST	01-272-55-000-044	100,401.36	100,401.36

THIS INCLUDES WORK FOR CUSTOMERS REQUESTING THE
RELOCATION OF POLES, WIRES, TRANSFORMERS, METERS

REPAIR IS NEEDED PRIOR TO THE CONSTRUCTION OF THE
NEW ELECTRICAL SYSTEM AT CITY

DUE TO HURRICANE SANDY

EMERG RESO

WAT F. 11-1-11
by J. Weller

Requisition Total 100,401.36

Req. Date: 11/13/2013

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:

B. Weller
11/13/13

This Is Not A Purchase Order

Pay 450 \$00

Silendra Bajnauth

From: Brian Weller
Sent: Thursday, October 31, 2013 12:00 PM
To: Silendra Bajnauth
Subject: FW: DWMS #500477296 - CITY OF JERSEY CITY - 280 GROVE ST - JERSEY CITY - INVOICE ATTACHED
Attachments: dwms #500477296.pdf

Hi Danny

We need to process this to get this moving. I would Assume the Sandy account?

This is needed prior to the construction of the new electrical system at City Hall

Thanks

-Brian

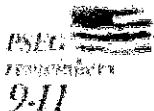
From: Mc Ginn, Eileen M. [mailto:Eileen.McGinn@pseg.com]
Sent: Wednesday, October 30, 2013 12:56 PM
To: Brian Weller
Subject: RE: DWMS #500477296 - CITY OF JERSEY CITY - 280 GROVE ST - JERSEY CITY - INVOICE ATTACHED

Brian -

Attached is the invoice for the relocation of service at the above location. A hard copy will be sent by US Mail.
Please pay cost only once.

Thank you.

Eileen McGinn
Service Consultant
PSE&G Construction Inquiry
1-800-722-0256, hit option 4, ext. 3712
908-497-1762 fax



This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

The information contained in this e-mail, including any attachment(s), is intended solely for use by the named addressee(s). If you are not the intended recipient, or a person designated as responsible for delivering such messages to the intended recipient, you are not authorized to disclose, copy, distribute or retain this message, in whole or in part, without written authorization from PSEG. This e-mail may contain proprietary, confidential or privileged information. If you have received this message in error,

Silendra Baijnauth

From: Donna Mauer
Sent: Thursday, October 31, 2013 3:14 PM
To: Silendra Baijnauth
Cc: Brian Weller
Subject: RE: DWMS #500477296 - CITY OF JERSEY CITY - 280 GROVE ST - JERSEY CITY - INVOICE ATTACHED

yes

Donna L. Mauer, CMFO
Chief Financial Officer
City of Jersey City
280 Grove Street
Jersey City, NJ 07302
o: 201-547-5042
f: 201-547-4955
DonnaM@jcni.org

From: Silendra Baijnauth
Sent: Thursday, October 31, 2013 12:05 PM
To: Donna Mauer
Cc: Brian Weller
Subject: FW: DWMS #500477296 - CITY OF JERSEY CITY - 280 GROVE ST - JERSEY CITY - INVOICE ATTACHED

Hi Donna ,
How are you?
As per attached and email below from Brian , can we proceed and utilize Hurricane Sandy Capital Account 01-272-55-000-044.

Thanks

From: Brian Weller
Sent: Thursday, October 31, 2013 12:00 PM
To: Silendra Baijnauth
Subject: FW: DWMS #500477296 - CITY OF JERSEY CITY - 280 GROVE ST - JERSEY CITY - INVOICE ATTACHED

Hi Danny
We need to process this to get this moving. I would Assume the Sandy account?
This is needed prior to the construction of the new electrical system at City Hall
Thanks
-Brian

From: Mc Ginn, Eileen M. [<mailto:Eileen.McGinn@pseg.com>]
Sent: Wednesday, October 30, 2013 12:56 PM
To: Brian Weller
Subject: RE: DWMS #500477296 - CITY OF JERSEY CITY - 280 GROVE ST - JERSEY CITY - INVOICE ATTACHED

Brian -



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

**CERTIFICATE NUMBER 0062256 FOR PUBLIC SERVICE ELECTRIC AND
GAS COMPANY IS VALID.**

Public Service Electric and Gas Company
Account Support
24 Brown Avenue, Springfield, NJ 07081
fax: 973.379.7286

Brian Weller, LLA, ASLA, Director
City of Jersey City
DPW, Division of Architecture
575 Route 440, 2nd Floor
Jersey City, New Jersey 07305



Re: DWMS #500477296
Relocation of service
City of Jersey City
280 Grove St
Jersey City

Dear Mr. Weller -

The following is PSE&G Engineering Department response for the relocation of service at 280 Grove Street, Jersey City:

Job Sponsor - Lyn Galli - Telephone #201-330-6426

Service will be relocated for a cost which will include the material and installation of the 56"x60" hand hole, the 8-4" conduits from the manhole to the hand hole, the 4-500mcm secondary and BTN's, and the secondary splice in the hand hole where PSE&G marries the secondary. Customer must install 500mcm.

Electrician must contact PSE&G Wiring Inspector, Al Nobre prior to the start of any work at office #201-330-6533.

The cost to provide this service will be \$100,401.36. This cost must be paid up front. Please identify who will be responsible for this cost by providing contact billing information & mailing address for invoicing.

PLEASE NOTE: Equipment will not be ordered until monies have been paid. The 56 x 60 hand hole will take approximately 6 weeks for delivery.

After money is paid, Kevin Wong (LS ENGINEERING ASSC CORP) should contact Lyn Galli, PSE&G Engineering Technician at office #201-330-6426 to notify her to order necessary material.

Thank you.

Eileen McGinn
Service Consultant
PSE&G Construction Inquiry
1-800-722-0256, hit option 4, ext. 3712
908-497-1762 fax

InvoiceNotification: 000500477296
53 023 217 18

Page 1 of 1

Invoice Number: 4023433736
Contract/Sales Order: 0040153082For service at
280 GROVE ST
JERSEY CITY NJ 07302CITY OF JERSEY CITY % DPW
575 RT 440 FL 2
JERSEY CITY NJ 073051 800-832-0076
Construction Inquiry
8 AM -3 PM Mon - FriVisit our website
www.pseg.com

October 29, 2013

Business Partner No. 1004933547 Project No. 0006075552

Item	Material	Amount
10	Customer Facility Relocation Request This includes work for customers requesting the relocation of poles, wires, transformers, meters, or other PSE&G equipment or facilities for their sole benefit.	100,401.36
Total Amount Due		\$100,401.36

5302321718 0100401368 00000000004

CITY OF JERSEY CITY % DPW
575 RT 440 FL 2
JERSEY CITY NJ 07305

53 023 217 18

To help us make things
work for you .. Please. Return
this portion with your payment.
Make checks payable to PSE&G.
Do not write on, staple,
paper clip or tape payment
to the coupon. Be sure
payment address shows through
window.

Total Amount Due \$100,401.36

PSE&G CO
PO BOX 14444
NEW BRUNSWICK NJ 08906-4444
.0890644441.

\$

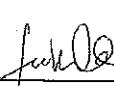
Amount enclosed

CERTIFICATION OF MICHAEL RAZZOLI

I, Michael Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. There is a need for repairs to the City Hall which includes relocation of poles, wires, transformers and meters which was due to Hurricane Sandy. This repair is needed prior to the construction of the new electrical system.
3. Current conditions create dangerous condition for all those who work at these locations. On October 29, 2013, damage assessment reports were sent to the City from PSE&G.
4. Further examination by Director Razzoli and Mr. Brian Weller, Director of Architecture, Engineering and Traffic, revealed that these repairs must be immediately.
5. As Director of the Department of Public Works, I inspected this location and determined that they are not in working conditions and must be fixed.
6. It is necessary to have this work performed as soon as possible because it posed a threat to public safety and this work is necessary to protect and promote the public health, safety and welfare.
7. PSE&G submitted a proposal for \$101,401.36 for the relocation of poles, new service, transformers, meters, construction of entirely new hand hole and subsurface PSE&G infrastructure.
8. Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and formally authorized PSE&G to provide the necessary repairs without further delay.
9. The total funds requested for this purpose is \$101,401.36.
10. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 11/18/13



for Michael Razzoli
Director of Department of Public Works



CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

PURCHASE ORDER NUMBER
111783

REQUISITION # **0164160**
BUYER **EMERGRESO**

DATE 11/14/2013 VENDOR NO. PU450800

VENDOR INFORMATION

PUBLIC SERVICE ELECTRIC & GAS
ATTN.: SHIRLEY OWENS
20 COMMERCE DRIVE
CRANFORD NJ 07016

DELIVER TO
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440

JERSEY CITY NJ 07305

BILL TO
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	HURRICANE SANDY FACILITY RELOCATION REQUEST INCLUDES WORK FOR CUSTOMERS REQUESTING RELOCATION OF POLES, WIRES, TRANSFORMERS AND METERS REPAIRS NEEDED PRIOR TO CONSTRUCTION OF THE NEW ELECTRICAL SYSTEM AT CITY HALL DUE TO HURRICANE SANDY RESO _____, APPROVED _____	01-272-55-000-044	100,401.3600	100,401.36
TAX EXEMPTION NO. 22-6002013			PO Total 100,401.36		

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13-789

Agenda No. 10.T

Approved: NOV 26 2013



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ASPLUNDH TREE EXPERT TO PROVIDE TREE REMOVAL SERVICES ALONG RESERVOIR #3 PURSUANT TO STATE CONTRACT FOR THE DIVISION OF PARK MAINTENANCE / DEPARTMENT OF PUBLIC WORKS

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, tree removal services is needed along Reservoir #3 located along Central, Jefferson and Summit Avenues to keep the City of Jersey City's(City) Reservoir safe; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State contract and N.J.A.C. 5:34-7.29(c) requires City Council authorization for contracts exceeding the public bid threshold of \$36,000.00; and

WHEREAS, Asplundh Tree Expert, 708 Blair Mill Road, Willow Grove, Pennsylvania 19090, being in possession of State Contract A 80905 submitted a proposal for tree removal services; and

WHEREAS, the total cost of the contract shall not exceed **seventy three thousand nine hundred and twenty dollars (\$73,920.00)**; and

WHEREAS, funds in the amount of **fifty thousand dollars (\$50,000.00)** are available in HCOS Reservoir # 3 Grants Account 02-213-41-181-314 and **twenty three thousand nine hundred and twenty dollars(\$23,920.00)** are available in Parks Operating Account No. 13-01-201-28-375-314.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) A contract is awarded to Asplundh Tree Expert for tree removal services;
- 2) This contract is awarded pursuant to N.J.S.A. 40A:11-12;
- 3) Upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met; then, payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq; and
- 4) This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(Continued on page 2)

City Clerk File No. Res. 13.789Agenda No. 10.T

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO
ASPLUNDH TREE EXPERT TO PROVIDE TREE REMOVAL
SERVICES ALONG RESERVOIR #3 PURSUANT TO STATE
CONTRACT FOR THE DIVISION OF PARK MAINTENANCE /
DEPARTMENT OF PUBLIC WORKS**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$73,920 .00 are available in Account No. 13-01-201-28-375-314 and 02-213-41-181-314.

Requisition #Purchase Order #State Contract #

A80905

0164208

111847

0164207

111846

MR/sb
November 18, 2013

APPROVED: [Signature] 11/18/13

Michael Razzoli, Director, Department of Public Works

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 7-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE		✓		WATTERMAN		✓	
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/resolution/cooperative agreement:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ASPLUNDH TREE
EXPERT TO PROVIDE TREE REMOVAL SERVICES ALONG RESERVOIR #3
PURSUANT TO STATE CONTRACT FOR THE DIVISION OF PARK MAINTENANCE
/ DEPARTMENT OF PUBLIC WORKS.

2. Name and title of person initiating ordinance/resolution, etc.:

Michael Razzoli, Director of the Department of Public Works for the Division of Park Maintenance.

3. Concise description of program, project or plan proposed in the ordinance/resolution:

There exists a need for tree removal services along reservoir #3 for the Department of Public Works.

4. Reasons (need) for the proposed program, project, etc.:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ASPLUNDH TREE
EXPERT TO PROVIDE TREE REMOVAL SERVICES ALONG RESERVOIR #3
PURSUANT TO STATE CONTRACT FOR THE DIVISION OF PARK MAINTENANCE
/ DEPARTMENT OF PUBLIC WORKS.

5. Anticipated benefits to the community:

There exists a need for tree removal services along reservoir #3 for the Department of Public Works.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):

The cost of this state contract is seventy three thousand nine hundred and twenty dollars (\$73,920.00).

HCOS - Reservoir Grant (\$50,000.00) and Park Maintenance Operating Account (\$23,920.00).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

ASAP.

9. Person responsible for coordinating proposed program, project, etc.:

Cleveland Snow, Acting Director, Division of Park Maintenance, Department of Public Works.

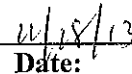
10. Additional comments:

Resolution proposed at the recommendation of the Director of Park Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

Peter Folgado, Director of Purchasing, RPPO, QPA Date:


Signature of Department Director


Date:

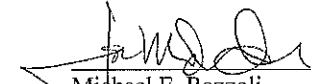
CERTIFICATION OF MICHAEL E. RAZZOLI

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am, the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ASPLUNDH TREE EXPERT TO PROVIDE TREE REMOVAL SERVICES ALONG RESERVOIR #3 PURSUANT TO STATE CONTRACT FOR THE DIVISION OF PARK MAINTENANCE / DEPARTMENT OF PUBLIC WORKS.**
3. The total funds requested for this state contract is \$73,920.00.
4. The funds are available in **Park Maintenance Operating Account No. 01-201-28-375-314** and **HCOS – Reservoir Grant Account (02-213-41-181-314)**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

11/18/13



Michael E. Razzoli
Director of Department of Public Works

Requisition #

207

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #

111846

Requisition

UNDH TREE EXPERT CO
DGEALE AVENUE, STE 210
AR KNOLLS NJ 07927

Dept. Bill To
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305

Dept. Ship To
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305

8993

Contact Info
Brian Weller, Dir
2015475800

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	STATE CONTRACT FOR TREE REMOVAL ALONG RESERVOIR # 3	02-213-41-181-314	50,000.00	50,000.00

TOTAL CONTRACT AMOUNT = \$73,920.00
AMOUNT ON THIS REQUISITION IS \$50,000.00
THIS IS A GRANT WHICH WILL BE REIMBURSED TO THE
CITY AFTER COMPLETION OF WORK

THE REMAINING BALANCE OF \$23,920.00 WILL BE ON
ANOTHER REQUISITION

STATE CONTRACT # 80905

Requisition Total 50,000.00

Req. Date: 11/18/2013

Requested By: AUDREY

Buyer Id:

Approved By:

[Signature]

This Is Not A Purchase Order

11/18/13

Requisition #

0164208

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #

111847

Requisition

Vendor
ASPLUNDH TREE EXPERT CO
19 RIDGEALE AVENUE, STE 210
CEDAR KNOLLS NJ 07927

Dept. Bill To
PARK MAINTENANCE
575 RT. 440
JERSEY CITY NJ 07305

Dept. Ship To
PARK MAINTENANCE
575 RT. 440
JERSEY CITY NJ 07305

AS038993

Contact Info
Cleveland Snow, Acting Dir
2015474495

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	STATE CONTRACT FOR TREE REMOVAL ALONG RESERVOIR # 3	01-201-28-375-314	23,920.00	23,920.00

TOTAL CONTRACT AMOUNT = \$73,920.00
AMOUNT ON THIS REQUISITION IS \$23,920.00

THE OTHER \$50,000.00 IS ON REQ # 0161207

STATE CONTRACT #80905

Requisition Total 23,920.00

Req. Date: 11/18/2013

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:

Julinda Bayne

11/18/13

This Is Not A Purchase Order

ASPLUNDH TREE EXPERT CO.

14 Ridgedale Ave, Suite 210, Cedar Knolls, NJ 07927

Office 973-267-8700 / Fax 973-267-8708

PROPOSAL

TO: Silendra (Danny) Baijnauth
Fiscal Officer
City of Jersey City Department of Public Works
575 Route 440
Jersey City, NJ 07305

DATE: November 18, 2013

FROM: Ryan Swier
Region Manager, Asplundh Tree Expert Co.

SUBJECT: Provide Tree Removal Services along Reservoir #3 in Jersey City

The following pricing is to provide tree removal services near Reservoir #3 located along Central, Jefferson and Summit Avenues:

- 2-Three (3) person crews consisting of Aerial Device and Chipper at \$173.00 per hour for a period of 3 weeks (240 Total Crew Hours): Estimated Cost is \$41,520.00
- 2-Two (2) person crews consisting of Aerial Device and Chipper at \$135.00 per hour for a period of 3 weeks (240 Total Crew Hours): Estimated Cost is \$32,400.00

All woodchips to be dumped on Jersey City property.

○ **Total Estimated Cost is \$73,920.00**

Note: Asplundh Tree Expert Co. has an existing state contract for tree trimming, pruning, removal and stump grinding services with the State of New Jersey. The contract number is T-0465 and is valid until February of 2014, with an anticipated one year extension. Asplundh Tree Expert Co. is a qualified vendor under that contract.



State of New Jersey
Department of the Treasury
Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0465 12-X-22219	TREE TRIMMING, PRUNING & REMOVAL SERVICES	ASPLUNDH TREE EXPERT CO	80905
TOP			



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Public Records Act

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This site is maintained by the Division of Revenue and Enterprise Services.

Vendor Name & Address:	ASPLUNDH TREE EXPERT CO 708 BLAIR MILL ROAD WILLOW GROVE, PA 19090-1784
Contact Person:	STEVEN G.ASPLUNDH
Contact Phone:	215-784-4384
Order Fax:	215-784-1308
Contract#:	80905
Expiration Date:	02/28/15
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ASPLUNDH TREE EXPERT CO.
Trade Name:
Address: 708 BLAIR MILL RD
WILLOW GROVE, PA 19090-1701
Certificate Number: 0103160
Effective Date: March 28, 1946
Date of Issuance: November 01, 2013

For Office Use Only:

20131101143734927

Certificate Number
635102

Registration Date: 03/26/2013
Expiration Date: 03/25/2015



State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
George E. Graham, Jr., President
Larry Moore, Vice-President
Steven Asplundh, Vice-President
Gregg G. Asplundh, Vice-President
Joseph Dwyer, Secretary

Responsible Representative(s):
Douglas Gober, Vice-President
Stephen Bostock, Vice-President
Matthew Asplundh, Vice-President
Christopher B. Asplundh, Vice-President

Asplundh Tree Expert Co.

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
N/A	

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Asplundh Tree Expert Co.

Signed: [Signature] Title: Region Manager

Print Name: [Signature] Date: 10/31/13

Subscribed and sworn before me this 4th day of
November, 2013

My Commission expires:

Nancy Tuite-Henik
(Affiant)
Nancy Tuite-Henik
(Print name & title of affiant) (Corporate Seal)

NANCY E. TUIE-HENIK
Notary Public of New Jersey
ID No. 2285869
Commission Exp: 3/27/2017

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Asplundh Tree Expert Co. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Asplundh Tree Expert Co.

Signed [Signature] Title: Region Manager

Print Name Ryan C. Sever Date: 10/30/13

Subscribed and sworn before me
this 4th day of November, 2013 _____
(Affiant)

My Commission expires: _____
Nancy Tuite-Henik
(Print name & title of affiant) (Corporate Seal)

**NANCY E. TUIE-HENIK
Notary Public of New Jersey
ID No. 2285869
Commission Exp: 3/27/2017**

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.790

Agenda No. 10.U

Approved: _____

TITLE:

**AMENDING RESOLUTION TO 13-527;
AN AGREEMENT WITH TELECOM INTEGRITY GROUP**



**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION:**

WHEREAS, additional monies are necessary to fund the monthly charges and commissions for telecommunications billing audit services provided by **TELECOM INTEGRITY GROUP**; and

WHEREAS, **TELECOM INTEGRITY GROUP**, the original contractor, has agreed to deliver the required services in accordance with the specifications of the IT Division; and

WHEREAS, the additional amount necessary is \$40,000.00, bringing the total contract amount to \$120,000.00

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that :

1. The Mayor and/or Business Administrator be authorized to amend the contract with **TELECOM INTEGRITY GROUP** increasing the dollar amount by \$40,000.00 to a contract total of \$120,000.00
2. A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City, within ten (10) days of passage of this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-31-435-314** for payment of the above Resolution.

Administration Department

Account No. : 01-201-31-435-314

P.O. # 108766

Amt.\$120,000.00

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED **9-0**

02013119

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

780
ORDINANCE/RESOLUTION FACT SHEET Date Submitted to B.A. _____

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **Full Title of Ordinance/Resolution/Cooperation Agreement :**

**AMENDING RESOLUTION TO 13-527;
AN AGREEMENT WITH TELECOM INTEGRITY GROUP**

2. **Name and Title of Person Initiating Ordinance/Resolution :**

ROBERT MAGRO, IT DIRECTOR

3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**

**INCREASE FUNDS BEING PAID TO THIS VENDOR FOR
TELECOMMUNICATIONS BILLING AUDIT SERVICES. ADDITIONAL
FUNDING NECESSARY TO PAY COMMISSIONS DUE TO VENDOR FOR
FINDING SAVINGS IN CITY TELEPHONE BILLING.**

4. **Reasons (Need) for the Proposed Program, Project, etc.:**

**INSURE THAT CITY IS BEING BILLED ACCURATELY FOR
TELECOMMUNICATIONS CHARGES.**

5. **Anticipated Benefits to the Community:**

SAVINGS FOR THE TAXPAYER.

6. **Cost of Proposed Program, Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.) :**

INCREASE PURCHASE ORDER BY \$40,000 (\$80,000 TO \$120,000)

7. **Date Proposed Program or Project will Commence:**

NOVEMBER 1, 2013

8. **Anticipated Completion Date:**

DECEMBER 31, 2013

9. **Person Responsible for Coordinating Proposed Program/Project :**

ROBERT MAGRO, IT DIRECTOR

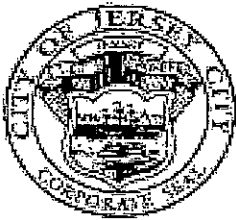
I certify that all the facts presented herein are accurate.



Signature of Department Director

11-12-13

Date



CITY OF JERSEY CITY

DIVISION OF PURCHASING

1 JOURNAL SQUARE PLAZA, JERSEY CITY, N.J. 07306

TEL. NO. (201) 547-5155 FAX. NO. (201) 547-6586

REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O.
NO.

FROM: M.Peselli

PURCHASE ORDER NO. 108766

APPROVED:

REQUISITION NO. R

ORIGINAL AMOUNT \$ 80,000.00

DEPT./DIV. ADM/IT

BUD.YR: FUND: 01 G/L NO: 201

DATE: 11/12/13

CAFR: 31 SUB LDGR: 435 OBJ: 314

VENDOR NAME: Telecom Integrity Group

VENDOR NO: TE546425

PLEASE ☒ CHANGE ☐ CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

☒ AMOUNT IS WRONG \$ 80,000.00 ☒ INCREASE BY \$ 40,000.00

IT SHOULD BE \$ 120,000.00 ☐ DECREASE BY \$

☐ BUD.YR. ☐ FUND: ☐ G/L NO. IS WRONG

IT SHOULD BE BUD.YR. FUND: G/L NO.

☐ CAFR: ☐ SUB LDGR: ☐ OBJ: IS WRONG

IT SHOULD BE CAFR: SUB LDGR: OBJ:

☐ VENDOR NUMBER IS WRONG: IT SHOULD BE

☐ VENDOR NAME IS WRONG:

IT SHOULD BE

☐ VENDOR ADDRESS IS WRONG:

IT SHOULD BE

☐ SHIPPING CHARGE IS WRONG: \$ IT SHOULD BE: \$

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

BUYER'S

REMARKS:

PETER FOLGADO
ACTING PURCHASING DIRECTOR

COPY	A - FOR 6TH COPY OF P.O.	B - FOR ACCTS.&CONTROL	C - BATCH COPY
	D - FOR PURCHASING FILE	E - FOR DEPT./DIV. COPY	F - VENDOR'S COPY

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.527

Agenda No. 10.L

Approved: JUL 31 2013

TITLE:

**AMENDING RESOLUTION TO 13-230;
AN AGREEMENT WITH TELECOM INTEGRITY GROUP**



COUNCIL RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, additional monies are necessary to fund the monthly charges and commissions for telecommunications billing audit services provided by **TELECOM INTEGRITY GROUP**; and

WHEREAS, **TELECOM INTEGRITY GROUP**, the original contractor, has agreed to deliver the required services in accordance with the specifications of the IT Division; and

WHEREAS, the additional amount necessary is \$33,000.00, bringing the total contract amount to \$80,000.00

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that :

1. The Mayor and/or Business Administrator be authorized to amend the contract with **TELECOM INTEGRITY GROUP** increasing the dollar amount by \$33,000.00 to a contract total of \$80,000.00
2. A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City, within ten (10) days of passage of this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-31-435-314** for payment of the above Resolution.

Administration Department

Account No. : **01-201-31-435-314**

P.O. # **108766**

Amt. **\$80,000.00**

APPROVED: [Signature]

APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7.31.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSENT			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]

Rolando R. Lavarro, Jr., President of Council

[Signature]

Robert Byrne, City Clerk



CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY, NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
108766

REQUISITION # 0160644
BUYER EUS

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE: 01/22/2013
VENDOR NO: TE546425

VENDOR INFORMATION

TELECOM INTEGRITY GROUP
1250 RTE 28, SUITE 305
BRANCBURG NJ 08876

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	TELECOM AUDIT SERVICE TELECOMMUNICATIONS CONSULTING SERVICES BILLING REVIEW, CONTRACT NEGOTIATION BID DEVELOPMENT AND REVIEW, AUDIT SERVICES CY 2013 TERM: 1-1-13 TO 12-31-13 PER MONTH \$3,600 PER YEAR \$43,200.00 INITIAL ENCUMBRANCE \$20,000 EUS RESO 13-230, D/D 3/28/13 REIMBURSE VIA PARTIAL PAYMENTS Amend reso 13-527, 7/31/13 200/0: 96.1K 38378✓ 38535✓ 38613	01-201-31-435-314	20,000.0000 + 20K + 11K 33K	20,000.00 40K 47K 80K

TAX EXEMPTION NO. 22-6002013

PO Total 20,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

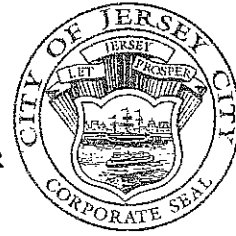
FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.791

Agenda No. 10.V

Approved: NOV 26 2013



TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH BECKER MEISEL, LLC TO SERVE AS SPECIAL COUNSEL TO THE CITY OF JERSEY CITY IN THE MATTER OF IN RE: LIBERTY HARBOR HOLDINGS, LLC.

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, the City of Jersey City are named creditors in the case In Re: Liberty Harbor Holdings, LLC filed in the United States Bankruptcy Court of New Jersey for the property and the development of Liberty Harbor II Urban Renewal Co., LLC, et als'; and

WHEREAS, the City of Jersey City requires assistance to represent and advise the City of Jersey City in these matters; and

WHEREAS, the Firm has agreed to act as council on behalf of the City of Jersey City in the pending litigation; and

WHEREAS, the Municipal Council previously approved the services of this Firm under Resolution 12-419 dated May 23, 2012 for the litigation in connection with the matters of Kerrigan v. City of Jersey City, et al. and the petition for bankruptcy filed by Liberty Harbor II Urban Renewal Co., LLC; and

WHEREAS, the Firm is qualified to perform these services and will provide these services at the hourly rate of \$175, for a total amount of \$60,000; and

WHEREAS, N.J.S.A.19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Firm has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, in addition the Firm have signed the Pay-to-Play Certification required by the adoption of Ordinance 08-128; and

WHEREAS, funds are available for the costs of these services in Account No: 13-14-298-56-000-856.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. An agreement is awarded to Becker Meisel, LLC, to represent and advise the City of Jersey City in connection with the matter of In Re: Liberty Harbor Holdings, LLC.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 13.791Agenda No. 10.V

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER
 INTO AN AGREEMENT WITH BECKER MEISEL, LLC TO SERVE AS
 SPECIAL COUNSEL TO THE CITY OF JERSEY CITY IN THE MATTER
 OF IN RE: LIBERTY HARBOR HOLDINGS, LLC.**

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in Account No.: 13-14-298-56-000-856 for payment of this resolution.

 Peter Soriero, Risk Manager

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

AGREEMENT

This **Agreement** dated the _____ day of _____, 2013 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Becker Meisel, LLC** ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City with legal services in connection with the matter of In Re: Liberty Harbor Holdings, LLC.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of \$175 per hour, including expenses. The total amount of this agreement shall not exceed \$60,000.

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during

the preceding month. **Special Counsel** shall contact the City when **Special Counsel** are within 15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer

or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of

P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
 - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Acting Business Administrator

WITNESS:

Becker Meisel, LLC

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.792

Agenda No. 10.W

Approved: NOV 26 2013

TITLE:



**RESOLUTION FIXING THE DATES AND TIMES FOR THE CAUCUSES
AND REGULAR MEETINGS OF THE MUNICIPAL COUNCIL FOR THE
YEAR 2014.**

COUNCIL
RESOLUTION

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the provisions of Chapter 231 of the laws of 1975 of the Open Public Meetings Act (otherwise known as the Sunshine Law) were enacted to insure the right of all citizens to have advanced notice of and to attend all meetings of public bodies at which any business affecting the public is discussed or acted upon; and

WHEREAS, all meetings of all public bodies wherein formal action, decisions or discussions relating to the public business may take place are required to be publicly announced and scheduled with adequate posting and advance notice of the time, date, location and to the extent known, the purpose of the agenda of each meeting (N.J.S.A. 10:4-6, et seq.).

NOW, THEREFORE, BE IT RESOLVED, that in keeping with the rules of the Municipal Council of the City of Jersey City, Chapter A-350, Sec. 3 of the code of the City of Jersey City;

- (a) The Council shall hold two regular meetings on the second and fourth Wednesdays of each month at 6:00 p.m., unless otherwise designated, with the exception of December when **one** regular meeting will be held. **The Council may, if it chooses to, hold a caucus one-half hour prior to regular meetings.**
- (b) The aforesaid regular meetings shall be held at the time set forth herein or as near to the times set forth as practicable.
- (c) Whenever the day fixed for any such regular meeting falls upon a day designated by law as a legal holiday, or upon a day when more than four (4) members of the governing body are attending a State or National conference or convention, such meeting shall be held at the same hour on the next succeeding day, not a holiday. Notwithstanding the foregoing, the Council, for good and sufficient reasons, may adjourn a regular scheduled Council meeting to another date and time in the month by setting a date and time for this rescheduled meeting at the previous regular meeting of the Council.
- (d) The Council will hold a caucus on the Monday prior to every regular meeting at 5:30 p.m., unless otherwise designated. Whenever the day fixed for any such caucus falls upon a day designated by law as a legal holiday, such caucus shall be held at the same hour on the next succeeding day, not a holiday. The caucuses will be held in the Efrain Rosario Memorial Caucus Room, Room 204 on the second floor of City Hall, located at 280 Grove Street, Jersey City.

Continuation of Resolution _____

Pg.# 2

City Clerk File No. Res. 13.792

Agenda No. 10.W

NOV 26 2013

TITLE:

- (e) All regular and special meetings of the Council shall be held in the Anna Cucci Memorial Council Chambers on the second floor of City Hall, located at 280 Grove Street, Jersey City. The Council by a two-thirds (2/3) vote of its members may at any preceding meeting, move to dispense with the next following semi-monthly meeting, but there shall at all times be at least one (1) monthly regular meeting.
- (f) The Council, may, by resolution duly adopted by at least five (5) affirmative votes, designate a different place from the City Hall to hold any regular or special meeting. Upon the adoption of any such resolution, the City Clerk shall give due and timely notice to the public and to all City officials concerned of the time and place of the meeting as so designated in the resolution. Such notice shall be given in accordance with the "Open Public Meetings Act", N.J.S.A. 10:4-6, et. seq.

City Clerk File No. Res. 13.792Agenda No. 10.WNOV 26 2013

TITLE:

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Municipal Council of the City of Jersey City fixes the following dates and times for the caucuses and regular meetings for the year 2014:

CITY OF JERSEY CITY MUNICIPAL COUNCIL MEETINGS - 2014	
Caucuses - Mondays - 5:30 p.m. <i>(unless otherwise designated)</i>	Meetings - Wednesdays - 6:00 p.m. <i>(unless otherwise designated)</i>
January 13 January 27	January 02 - THURSDAY 9:00 a.m. January 15 January 29
February 10 February 24	February 11- TUESDAY February 26
March 10 March 24	March 12 March 26
April 07 April 21	April 09 April 23
May 12 May 27-TUESDAY	May 14 May 28
June 09 June 23	June 11 June 25
July 14	July 16
August 18	August 20
September 08 September 22	September 10 September 23 -TUESDAY
October 06 October 20	October 08 October 22
November 10 November 24	November 12 November 25-TUESDAY
December 15	December 17

Note: The council may hold a pre-meeting caucus one-half hour prior to any scheduled council meeting.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City NJ

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

2014

JANUARY							JULY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3					1	2	3
5	6	7	8	9	10	11		6	7	8	9	10	11
12	13	14	15	16	17	18		13	14	15	16	17	18
19	20	21	22	23	24	25		20	21	22	23	24	25
26	27	28	29	30	31			27	28	29	30	31	

FEBRUARY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1						1	2
2	3	4	5	6	7	8		3	4	5	6	7	8
9	10	11	12	13	14	15		10	11	12	13	14	15
16	17	18	19	20	21	22		17	18	19	20	21	22
23	24	25	26	27	28			24	25	26	27	28	29

MARCH							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1						1	2
2	3	4	5	6	7	8		7	8	9	10	11	12
9	10	11	12	13	14	15		14	15	16	17	18	19
16	17	18	19	20	21	22		21	22	23	24	25	26
23	24	25	26	27	28	29		28	29	30			

APRIL							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1						1	2
6	7	8	9	10	11	12		5	6	7	8	9	10
13	14	15	16	17	18	19		12	13	14	15	16	17
20	21	22	23	24	25	26		19	20	21	22	23	24
27	28	29	30					26	27	28	29	30	31

MAY							NOVEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1
4	5	6	7	8	9	10		2	3	4	5	6	7
11	12	13	14	15	16	17		9	10	11	12	13	14
18	19	20	21	22	23	24		16	17	18	19	20	21
25	26	27	28	29	30	31		23	24	25	26	27	28

JUNE							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1						1	2
8	9	10	11	12	13	14		7	8	9	10	11	12
15	16	17	18	19	20	21		14	15	16	17	18	19
22	23	24	25	26	27	28		21	22	23	24	25	26
29	30							28	29	30	31		

IMPORTANT DATES

JANUARY						
1	New Year's					
20	Martin Luther King Jr. Day					
31	Chinese New Year					
FEBRUARY						
2	Groundhog Day					
3	Constitution Day (M)					
14	Valentine's Day					
17	Presidents' Day					
24	Flag Day (M)					
MARCH						
3	Eastern Orthodox Lent begins					
5	Ash Wednesday					
9	Daylight Saving Time begins					
17	St. Patrick's Day					
17	Benito Juárez's Birthday observed (M)					
20	Spring begins					
APRIL						
1	April Fools' Day					
13	Palm Sunday					
14	Passover begins at sundown					
18	Good Friday					
20	Easter					
20	Eastern Orthodox Easter					
21	Easter Monday (C)					
22	Earth Day					
23	Administrative Professionals Day					
23	Holocaust Remembrance Day					
MAY						
1	Labor Day (M)					
5	Battle of Puebla (M)					
10	Mother's Day (M)					
11	Mother's Day					
17	Armed Forces Day					
19	Victoria Day (C)					
26	Memorial Day					
JUNE						
14	Flag Day					
15	Father's Day					
21	Summer begins					
24	St. Jean Baptiste Day (Quebec)					
28	First of Ramadan begins at sundown					
JULY						
1	Canada Day (C)					
4	Independence Day					
28	(Eid) al Fitr begins at sundown					
AUGUST						
4	Civic Holiday (C)					
SEPTEMBER						
1	Labor Day					
11	Patriot Day					
16	Independence Day (M)					
23	Autumn begins					
24	Rosh Hashanah begins at sundown					
OCTOBER						
3	Yom Kippur begins at sundown					
4	(Eid) al Adha begins at sundown					
12	Day of the Race (M)					
13	Columbus Day					
13	Thanksgiving (C)					
18	National Boss' Day					
24	United Nations Day					
24	First of Muharram begins at sundown					
31	Halloween					
NOVEMBER						
1	All Saints Day					
2	All Souls Day					
2	Daylight Saving Time ends					
2	Ashura begins at sundown					
4	Election Day					
11	Veterans Day					
11	Remembrance Day (C)					
17	Revolution Day (M)					
27	Thanksgiving					
DECEMBER						
7	Pearl Harbor Remembrance Day					
12	Virgin of Guadalupe (M)					
16	Hanukkah begins at sundown					
21	Winter begins					
25	Christmas					
26	Boxing Day (C)					
26	Kwanzaa begins					
31	New Year's Eve					

CITY OF JERSEY CITY
OFFICE OF THE BUSINESS ADMINISTRATOR
 Interdepartmental Memorandum

DATE: November 6, 2013
TO: All Department Directors
FROM: Robert Kakoleski, Acting Business Administrator
SUBJECT: Holidays - Calendar Year 2014

PLEASE POST

City Hall will be closed in observance of the following holidays for the calendar year **2014**, in accordance with contractual agreements. Please circulate this memorandum to your division directors.

<u>Holiday</u>	<u>Day</u>	<u>Date</u>
New Year's Day	Wednesday	January 1
Martin Luther King, Jr. Birthday (Observed)	Monday	January 20
Lincoln's Birthday	Wednesday	February 12
President's Day (Observed)	Monday	February 17
Good Friday	Friday	April 18
Memorial Day	Monday	May 26
Independence Day	Friday	July 4
Labor Day (Observed)	Monday	September 1
Columbus Day (Observed)	Monday	October 13
Election Day	Tuesday	November 4
Veteran's Day	Tuesday	November 11
Thanksgiving Day (Observed)	Thursday	November 27
Friday after Thanksgiving	Friday	November 28
Christmas Day	Thursday	December 25

As you know, this only applies to employees covered by contracts which specifically grant the days as holidays. Department directors are responsible for seeing that essential services are performed.

c: Steven Fulop, Mayor
 Rolando Lavarro, President & Members of Municipal Council
 Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.793
Agenda No. 10.X
Approved: NOV 26 2013
TITLE:



RESOLUTION APPROVING THE APPOINTMENT OF MUNICIPAL PROSECUTORS FOR THE JERSEY CITY MUNICIPAL COURT TO SERVE FOR TERMS OF ONE YEAR

COUNCIL
Resolution:

offered and moved adoption of the following

WHEREAS, N.J.S.A. 2B:25-4 provides that each Municipal Court in New Jersey shall have a Chief Municipal Prosecutor and Municipal Prosecutors to serve for terms of one year from the date of their appointments; and

WHEREAS, under N.J.S.A. 2B:25-5a, Municipal Prosecutors shall prosecute all offenses within the statutory jurisdiction of the Municipal Court as defined by law, including but not limited to municipal ordinance and municipal code violations pertaining to zoning, land or property use regulation, property maintenance, building or construction; and

WHEREAS, the Mayor has appointed **Armando Molina**, residing at 41 Jefferson Street, Metuchen, New Jersey 08840, for a one year term as Chief Municipal Prosecutor of the Municipal Court of Jersey City, subject to the advice and consent of the Municipal Council; and

WHEREAS, the Mayor has also appointed following Municipal Prosecutors of the City of Jersey City for a one year term:

- (1) **Markis Abraham** residing at 67 Gautier Avenue, Jersey City, New Jersey 07302;
- (2) **Linda Aristondo** residing at 135 Montgomery Street, Jersey City, New Jersey 07302;
- (3) **Donovan Bezer** residing at 68 Astor Place, Jersey City, New Jersey 07304;
- (4) **Monica Y. Cho** residing at 88 Morgan Street, Unit 1906, Jersey City, New Jersey 07302;
- (5) **Steven Hummel** residing at 1055 River Road, Edgewater, New Jersey 07020;
- (6) **Juan A. Lopez, Jr.** residing at 19 Mertz Avenue, Belleville, New Jersey 07109;
- (7) **James McCaffery** residing at 101-35 Shearwater Court, Jersey City, New Jersey 07305;
- (8) **Paul Scalia** residing at 3571 Kennedy Boulevard, Jersey City, New Jersey 07307
- (9) **Andrew B. Sobel** residing at 691 Elizabeth Avenue, Newark, New Jersey 07112
- (10) **Jay Yacker** residing at 1025 Park Avenue Plaza, Hoboken, New Jersey 07030.

which appointments are subject to the advice and consent of the Municipal Council.

WHEREAS, the Mayor has also appointed the following Part-Time Municipal Prosecutors on an as needed basis for the City of Jersey City for a one year term:

- (1) **Stevie Chambers** residing at 294 Varick Street, Apt. 2, Jersey City, New Jersey 07302;
- (2) **Zahire Estrella** residing at 14 Park Street, Jersey City, New Jersey 07302;
- (3) **Raymond Reddington**, residing at 93 Brookside Avenue, Caldwell, New Jersey 07006;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

City Clerk File No. Res. 13.793Agenda No. 10.X

TITLE: **RESOLUTION APPROVING THE APPOINTMENT OF MUNICIPAL PROSECUTORS FOR THE JERSEY CITY MUNICIPAL COURT TO SERVE FOR TERMS OF ONE YEAR**

1. The appointment of **Armando Molina**, as Chief Municipal Prosecutor, be and is hereby approved with a one year term of office to commence on or about December 1, 2013 and to expire on November 30, 2014.
2. The appointments of **Markis Abraham, Linda Aristondo, Donovan Bezer, Monica Y. Cho, Steven Hummel, Juan A. Lopez, Jr., James McCaffery, Paul Scalia, Andrew Sobel, and Jay Yacker**, as Municipal Prosecutors, be and are hereby approved with one year terms of office to commence on or about December 1, 2013 and to expire on November 30, 2014.
3. The appointments of **Stevie Chambers, Zahire Estrella and Raymond Reddington** as Part-Time Municipal Prosecutors on an as needed basis, be and are hereby approved with one year terms of office to commence on or about December 1, 2013 and to expire on November 30, 2014.
4. The Chief Municipal Prosecutor and the Municipal Prosecutors shall be compensated on an hourly, per diem, or annual basis in an amount to be determined by the Mayor or Business Administrator.

JF/ms
11/20/13

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

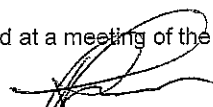
APPROVED 9-0

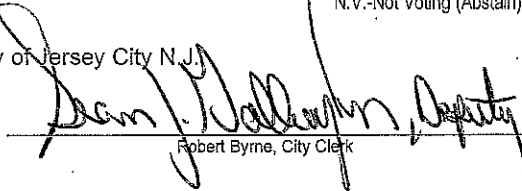
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V. - Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY

DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

November 19, 2013

Council President and
Members of the Municipal Council
280 Grove Street
Jersey City, New Jersey 07302

Reference: Appointments of Municipal Court Prosecutors

Dear Council President and Members:

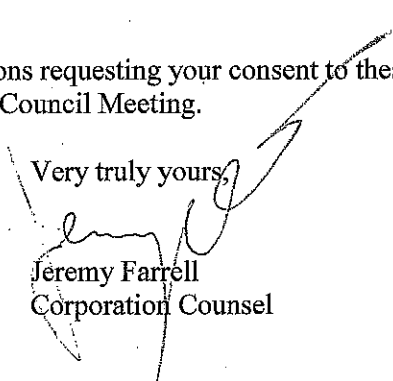
I write to inform you of the reappointments and new appointments to the Jersey City Prosecutor's Office. These appointments require designation by the Mayor, and the advice and consent of the Municipal Council. Mayor Steven M. Fulop desires the following appointments:

Title	Status	Name
Chief Prosecutor	New Appointment	Armando J. Molina
Assistant Prosecutor	Reappointment	Markis M. Abraham
Assistant Prosecutor	Reappointment	Linda Aristondo
Assistant Prosecutor	Reappointment	Paul Scalia
Assistant Prosecutor	Reappointment	Steven Robert Hummell
Assistant Prosecutor	Reappointment	James McCaffery
Assistant Prosecutor	Reappointment	Jay Yacker
Assistant Prosecutor	New Appointment	Andrew B. Sobel
Assistant Prosecutor	New Appointment	Donovan Bezer
Assistant Prosecutor	New Appointment	Juan A. Lopez, Jr.
Assistant Prosecutor	New Appointment	Monica Cho

The Mayor believes the candidates are well qualified to assume the duties of municipal court prosecutors. Enclosed are the resumes of the appointees. Please feel free to contact them directly to set up a time to meet with them or to ask any questions you may have.

It is the Mayor's intention to have the resolutions requesting your consent to these appointments and designations on the agenda of the November 26, 2013 Council Meeting.

Very truly yours,


Jeremy Farrell
Corporation Counsel

JF/ mp
Enclosures

cc: Steven M. Fulop, Mayor
Muhammed Akil, Chief of Staff
Robert Kakoleski, Acting Business Administrator

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.794

Agenda No. 10.Y

Approved: NOV 26 2013

TITLE: _____



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE PROGRAM AMOUNT UNDER THE OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION (OJJDP) ENFORCING THE UNDERAGE DRINKING LAWS STATE BLOCK GRANT PROGRAM

Council
following resolution:

offered and moved adoption of the

WHEREAS, the Division of Alcoholic Beverage Control (ABC) is responsible for administering the Office of Juvenile Justice Delinquency Prevention (OJJDP) State Block Grant Program.

WHEREAS, the Municipal Council of the City of Jersey City, N.J. has adopted Res. # 13.723 dated October 23, 2013 and authorized and accepted funds in the amount of \$3,248.33 in connection with a project entitled COPS in Shops; for the period November 15, 2013 to August 31, 2014.

WHEREAS, as a result of an agency declining participation in this continuation program, an additional amount of \$191.08 has been allocated to the participating agencies; and

WHEREAS, the Jersey City Police Department wishes to accept the additional funding changing the grant amount to read as \$3,439.41; and

NOW, THEREFORE, BE IT RESOLVED by The Municipal Council of the City of Jersey City that the Mayor and/or Business Administrator are hereby authorized to amend the award amount of resolution # 13.723 dated October 23, 2013 under the Office of Juvenile Justice Delinquency Prevention (OJJDP) State Block Grant Program to read as \$3,439.41 instead of \$3,248.33

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Date Submitted _____

ORDINANCE/RESOLUTION FACT SHEET

Full Title of Resolution: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE PROGRAM AMOUNT UNDER THE OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION (OJDP) ENFORCING THE UNDERAGE DRINKING LAWS STATE BLOCK GRANT PROGRAM

1. **Name and Title of Person Initiating the Resolution:** James Shea, Public Safety Director,
2. **Concise Description of the Proposed Program, Project or Plan:** This program will utilize undercover officers in liquor stores which may attract underage patrons. Police officers will form a partnership with liquor retailers by posing as employees in the retail distribution establishments (liquor stores) and conduct surveillance operations identifying the underage purchasers with the ultimate goal in *Enforcing the Underage Drinking Laws*.
3. **Reasons (Need) for the proposed Program, Project etc:**
Law enforcement personnel will be used to address underage drinking laws for those who are under the age of 21 in our community.
4. **Anticipated Community Benefits or Assessment of Departmental Need:**
Anticipated benefits include the reduction in the number of underage drinkers under the age of 21 in addition; to addressing high incidences of underage drinking and the irresponsible consumption of alcohol by persons under the legal age.
5. **Cost of Proposed Program or Project:**
\$3,439.41
6. **Date Proposed Program or Project will commence:** November 15, 2013
7. **Anticipated Completion Date:** August 31, 2014
8. **Person Responsible for Coordinating Proposed Program/Project:**
James Shea, Public Safety Director

I Certify that all the Facts Presented Herein are Accurate.



Division Director Signature



Date



Department Director Signature

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.723
Agenda No. 10.1
Approved: OCT 23 2013
TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY AND ACCEPT FUNDS FROM THE OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION (OJJDP) ENFORCING THE UNDERAGE DRINKING LAWS STATE BLOCK GRANT PROGRAM

Council offered and moved adoption of the following resolution:

WHEREAS, the Division of Alcoholic Beverage Control (ABC) is responsible for administering the Office of Juvenile Justice Delinquency Prevention (OJJDP) State Block Grant Program.

WHEREAS, the Jersey City Police Department wishes to apply to ABC and accept funds in the sum of \$3,248.33 in connection with a project entitled COPS in Shops; for the period November 15, 2013 to August 31, 2014.

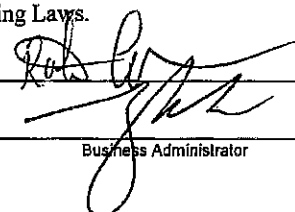
WHEREAS, the Jersey City Police Department has reviewed said application and finds approval thereof to be in the best interests of the City of Jersey City; and

WHEREAS, said project is a joint project between the State of New Jersey (ABC) and Jersey City Police Department for the purposes therein described:

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City,

- (1) that as a matter of public policy the Jersey City Police Department wishes to participate with the State of New Jersey (ABC) to the greatest extent possible;
- (2) that the Division of Alcoholic Beverage Control (ABC) be requested to accept said application on behalf of the City of Jersey City; and
- (3) that the appropriate fiscal officer will accept the funds in connection with said project from the ABC and make disbursements in accordance with said application.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the Mayor and/or Business Administrator are hereby authorized to enter into a contract with the Office of Juvenile Justice and Delinquency Prevention and Division of Alcohol Beverage Control for the Enforcement of the Underage Drinking Laws.

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☒

Not Required ☐

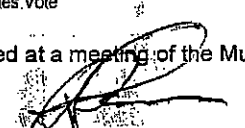
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.23.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

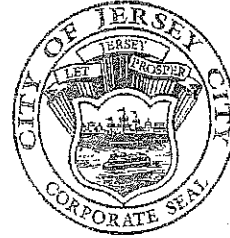
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.795

Agenda No. 10.Z

Approved: NOV 26 2013

TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY REPEALING A NORTHBOUND, NEAR-SIDE BUS STOP ON OCEAN AVENUE AT CARTERET AVENUE, ALL TIMES AND A SOUTHBOUND, NEAR-SIDE BUS STOP ON OCEAN AVENUE AT KEARNEY AVENUE, ALL TIMES AND DESIGNATING A NORTHBOUND, NEAR-SIDE BUS STOP ON OCEAN AVENUE AT KEARNEY AVENUE, ALL TIMES AND A SOUTHBOUND, NEAR-SIDE BUS STOP ON OCEAN AVENUE AT CARTERET AVENUE, ALL TIMES

The Municipal Council, as a whole
offered and moved adoption of the following resolution:

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (a) provide that the Municipality may make and promulgate regulations amending, designating and/or deleting bus stops; and

WHEREAS, the provisions of Section 3-68(D)(15)(e) of the Code of the City of Jersey City provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving both vehicular and pedestrian safety, that the attached regulations (No. 13-062 and 13-063) be promulgated repealing and designating a bus stop at the locations described; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City; that

- a. The attached regulation shall be a part of the Manual of Bus Stop Designations of the City of Jersey City
(13-062) Repeal a northbound, near-side bus stop on Ocean Avenue @ Carteret Avenue, all times
Repeal a southbound, near-side bus stop on Ocean Avenue @ Kearney Avenue, all times
(13-063) Designate a northbound, near-side bus stop on Ocean Avenue @ Kearney Avenue, all times
Designate a southbound, near-side bus stop on Ocean Avenue @ Carteret Avenue, all times

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection.

c. The City Clerk and the Corporation Council may change any chapter numbers, article numbers and section numbers in order to avoid possible accidental repeaters of existing provisions.

d. This resolution/regulation shall take effect at the time and in the manner as provided by law.

APPROVED:
Director of Traffic & Transportation

APPROVED:
Director,
Architecture, Engineering, Traffic and Transportation

APPROVED:
Director, Dept. of Public Works

APPROVED:
Business Administrator

JDS:pc1
(11.08.13)

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201-547-4402 | F: 201-547-4803



MICHAEL RAZZOLI
DIRECTOR

Regulation 13-062

November 8, 2013

BUS STOP REGULATION - REPEALED

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

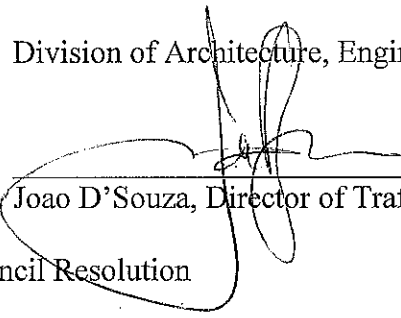
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-68 (D) (15) (e) of the Jersey City Municipal Code, the following location is hereby REPEALED as a bus stop:

STREET

HOURS

- | | |
|--|------------------|
| 1. [<i>Ocean Avenue, northbound on the easterly side at:</i> | <i>All Times</i> |
| a. <i>Carteret Avenue - (near-side)</i> | |
| <i>Beginning at the southerly curb line of Carteret Avenue and</i> | |
| <i>extending to a point 105 feet southerly therefrom.</i> | |
| 2. <i>Ocean Avenue, southbound, on the westerly side at:</i> | <i>All Times</i> |
| b. <i>Kearney Avenue - (near-side)</i> | |
| <i>Beginning at the northerly curb line of Kearney Avenue and</i> | |
| <i>Extending to a point 105 feet northerly therefrom.]</i> | |

Division of Architecture, Engineering, Traffic and Transportation


Joao D'Souza, Director of Traffic & Transportation

Approved by Municipal Council Resolution
Date: _____



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY

DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201-547-4402 | F: 201-547-4803



MICHAEL RAZZOLI
DIRECTOR

Regulation 13-063

November 8, 2013

BUS STOP REGULATION - DESIGNATED

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-68 (D) (15) (e) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a bus stop:

STREET

HOURS

1. Ocean Avenue, northbound on the easterly side at:

All Times

a. Kearney Avenue - (near-side)

Beginning at the southerly curb line of Kearney Avenue and extending to a point 105 feet southerly therefrom.

2. Ocean Avenue, southbound on the westerly side at:

All Times

a. Carteret Avenue - (near-side)

Beginning at the northerly curb line of Carteret Avenue and extending to a point 105 feet northerly therefrom.

Division of Architecture Engineering, Traffic and Transportation

Joao D'Souza, Director of Traffic & Transportation

Approved by Municipal Council Resolution

Date: _____

FACTSHEET

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/ resolution/cooperation agreement:

A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY REPEALING A NORTHBOUND, NEAR-SIDE BUS STOP ON OCEAN AVENUE AT CARTERET AVENUE, ALL TIMES AND A SOUTHBOUND, NEAR-SIDE BUS STOP ON OCEAN AVENUE AT KEARNEY AVENUE, ALL TIMES AND DESIGNATING A NORTHBOUND, NEAR-SIDE BUS STOP ON OCEAN AVENUE AT KEARNEY AVENUE, ALL TIMES AND A SOUTHBOUND, NEAR-SIDE BUS STOP ON OCEAN AVENUE AT CARTERET AVENUE, ALL TIMES

2. Name and title of person initiating ordinance/resolution, etc.:

Joao D'Souza, Director of Traffic & Transportation, Division of Architecture, Engineering, Traffic and Transportation, Department of Public Works at the request of New Jersey Transit.

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Repeal a northbound, near-side bus stop on Ocean Avenue @ Carteret Avenue, all times
Repeal a southbound, near-side bus stop on Ocean Avenue @ Kearney Avenue, all times
Designate a northbound, near-side bus stop on Ocean Avenue @ Kearney Avenue, all times
Designate a southbound, near-side bus stop on Ocean Avenue @ Carteret Avenue, all times

4. Reasons (need) for the proposed program, project, etc.:

There is not a traffic signal at the intersection of Ocean Av & Kearney Av & Carteret Av. The existing bus stops are located beyond the scope of the traffic signal head, so drivers are unaware of the signals indication when they are pulling back out in to the travel lane.

5. Anticipated benefits to the community:

Increased traffic safety and circulation.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribute

No cost to the City. NJ Transit will remove and install the bus stop signs.

7. Date proposed program, or project will commence:

Upon adoption by the Municipal Council

8. Anticipated completion date:

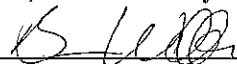
Twenty Days after adoption by the Jersey City Municipal Council

9. Person responsible for coordinating proposed program, project, etc.:

Monte Zucker, Division of Architecture, Engineering, Traffic and Transportation, ex. 4469

10. Additional comments:

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.



Director,
Architecture, Engineering, Traffic and Transportation

11.18.13

Date



Director,
Department of Public Works

11-18-13

Date

→ North

28

1996

KEARNEY
AV.

ORIENT
AV.

25

C.S.
NC-2000
(CL.B.R.F.)

ROSE
AV.

1994

CHURCH
(C.B.)

FIRE DEPT.
ENG. CO. #8
(C.B.)

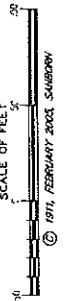
(C.B.R.F.)
1 MEZZ 20'

36

CARTERET AV.

OCEAN

35



Revised to Feb. 6.

35



25

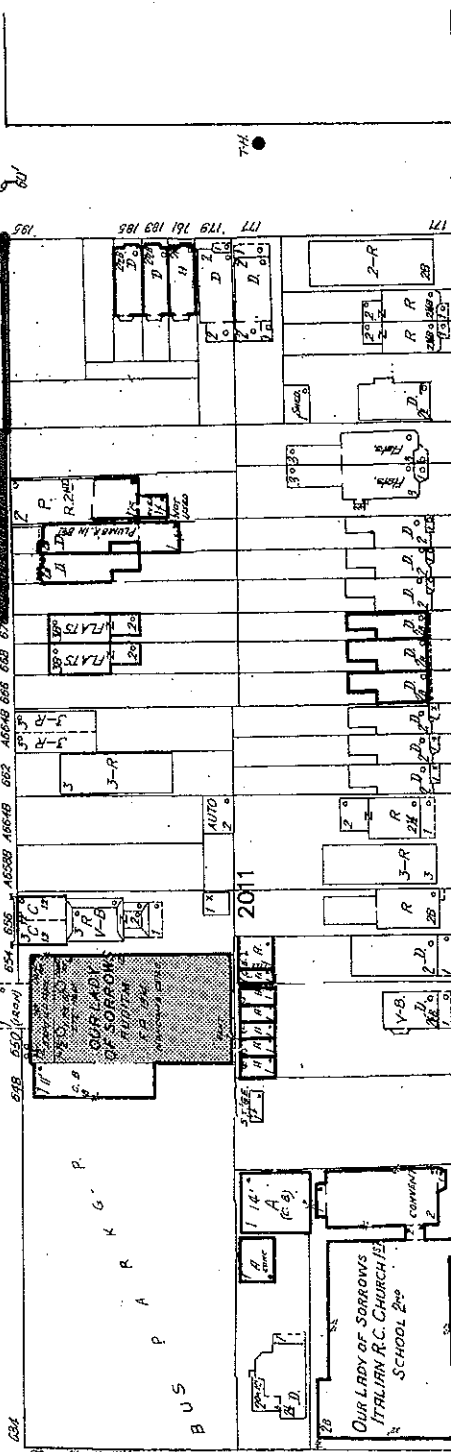
26

DALENT AV.

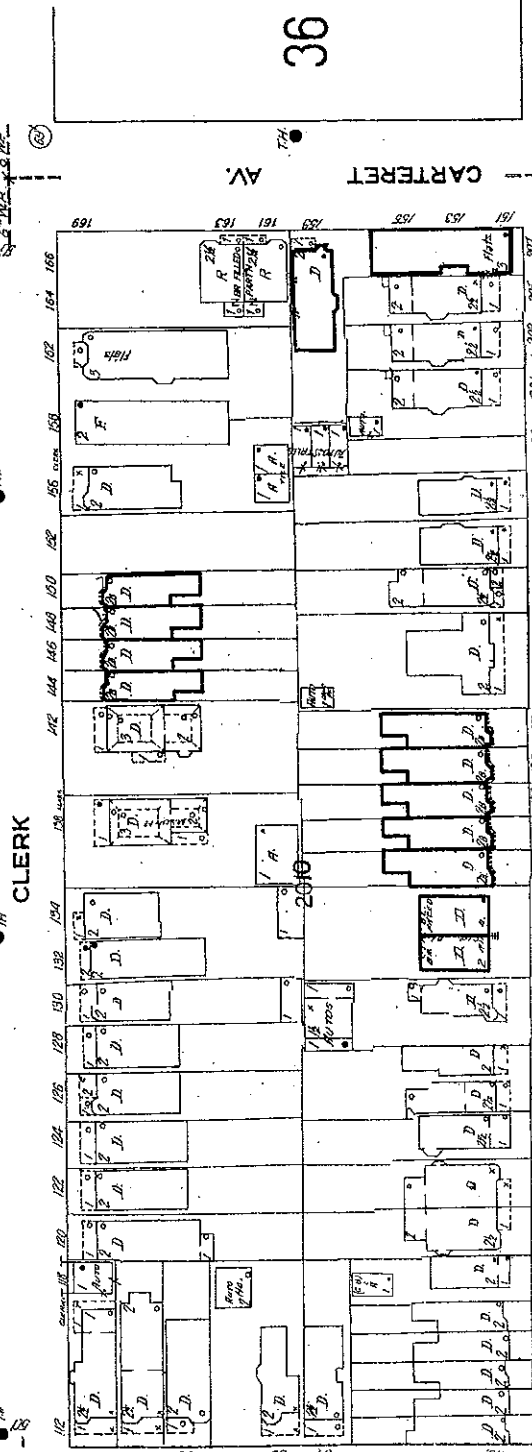
OCEAN AV.

CLERK

DESIGNER REPAIR



CLERK



34

36

CLAREMONT AV.

CARTERET AV.

ARLINGTON AV.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.796

Agenda No. 10.Z.1

Approved: NOV 26 2013

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS IN THE CITY HALL STUDY AREA FOR DETERMINATION AS A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT

WHEREAS, pursuant to NJSA 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, a "Non-Condemnation area in need of redevelopment"; and


WHEREAS, this redevelopment area determination authorization shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain; and

WHEREAS, pursuant to NJSA 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJSA 40A:12A-6.b.; and


WHEREAS, the study area authorized herein includes only City owned property and appears to exhibit the characteristics qualifying as an area in need of redevelopment; and

WHEREAS, the study area is consistent with the attached map labeled "City Hall Study Area Boundary Map" dated November 18, 2013; and

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced study area to determine if said study area qualifies as a "Non-Condemnation area in need of redevelopment."


Robert D. Cotter, Director
Division of City Planning

APPROVED: 

APPROVED AS TO LEGAL FORM 

APPROVED: 

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

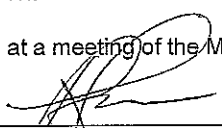
APPROVED 

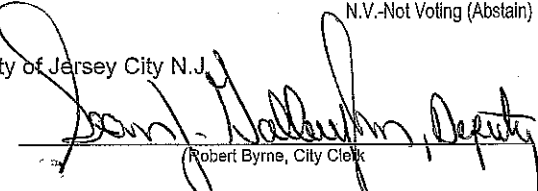
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando A. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET

1. Full Title of Resolution:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY
INVESTIGATION OF CONDITIONS IN THE CITY HALL STUDY AREA FOR
DETERMINATION AS A NON-CONDEMNATION AREA IN NEED OF
REDEVELOPMENT**

2. Name and Title of Person Initiating the Resolution:

Anthony Cruz, Acting Director, Department of Housing, Economic Development and Commerce

3. Concise Description of the Plan Proposed in the Resolution:

Authorizes the Planning Board to undertake a study to determine whether the Study Area meets the statutory criteria of a "Non-Condemnation area in need of redevelopment" warranting the adoption of a redevelopment plan for the area. The Study area is specifically comprised of parcels owned by the City, including the entire Block containing City Hall and the Parking lot across Montgomery Street from City Hall that is bounded by Montgomery Street, Luis Munoz Marin Blvd. & York Street.

4. Reasons for the Proposed Plan:

If the requisite conditions are determined to exist, the Municipal Council may adopt a Redevelopment Plan to guide comprehensive improvements to the area. The redevelopment area will have the use of all those powers provided by the Legislature for use in a redevelopment area except for the use of eminent domain.

5. Anticipated Benefits to the Community:

Continued Rehabilitation of City Hall Redevelopment of the city owned surrounding area.

6. Cost of Proposed Program, Project, etc.: \$0.00, all work done in house

7. Date Proposed Program or Project will commence: Upon Adoption

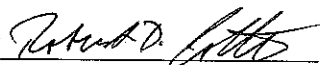
8. Anticipated Completion Date: N/A

9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Robert D. Cotter, Director, City Planning 547-5050
Maryann Bucci-Carter 547-4499

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.


Division Director

Nov 18, 2013
Date


Department Director Signature

Nov 18, 2013
Date

92,(:

Fax: 201.547.4323

Department of Housing, Economic Development & Commerce
Division of City Planning



Memorandum

DATE: November 18, 2013

TO: Rolando Lavarro, Council President
Members of the Municipal Council

FROM: Robert D. Cotter, PP, FAICP; Planning Director *RD Cotter*
Maryann Bucci-Carter, PP, AICP; Supervising Planner *MB*

SUBJECT: Resolution of the Municipal Council of the City of Jersey City Authorizing the Planning Board to Conduct a Preliminary Investigation of Conditions in the City Hall Study Area for Determination as "a Non-Condensation Area in Need of Redevelopment."

This investigation will authorize the City to explore utilizing the benefits of the Local Redevelopment and Housing Law to improve the conditions of City Hall and its surrounding front yard park.

The study area also includes the rear yard parking lot portion of the City Hall block and the City owned parking lot across from City Hall, which is bounded by York Street, Luis Munoz Marin Blvd. and Montgomery Street. Both lots are in dire need of repair and improvement. They should be reviewed comprehensively to explore viable options within the vacant parking areas that are more consistent with the surrounding historic fabric of the neighborhood.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.797

Agenda No. 10.Z.2

Approved: NOV 26 2013

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PARKER MCKAY P.A. TO PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE CITY OF JERSEY CITY

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, in order for the City of Jersey City, (the "City") to issue, sell, and deliver bonds, bond anticipation notes, school promissory notes, tax appeal, refunding notes, restructuring and other obligations of the City in the tax-exempt securities market, the City must retain bond counsel to provide legal services; and

WHEREAS, the City desires to retain qualified bond counsel in connection with the authorization, issuance, sale and delivery of said City obligations from time to time; and

WHEREAS, the City posted notice on its website of a Request for Qualifications (RFQ) for bond counsel services; and

WHEREAS, Parker McKay P.A. possess the qualifications and expertise to provide these professional legal services; and

WHEREAS, Parker McKay P.A. agreed to provide all necessary legal services required to provide for the authorization, issuance, sale and delivery of the City obligations and related special counsel legal services in accordance with this resolution; and

WHEREAS, the agreement authorized is effective as of November 27, 2013 and shall end on November 26, 2014 inclusive; and

WHEREAS, the total amount of the contract shall not exceed the sum of \$125,000; and

WHEREAS, funds in the amount of \$125,000 are available in Account No. 04-215 55-888-990; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, this contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

WHEREAS, Parker McKay P.A. has submitted its Certification of Compliance with the City's Contractor Pay-to-play Reform Ordinance adopted on September 3, 2008.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Parker McKay P.A. for providing legal counsel in connection with the authorization, issuance, sale and delivery of City obligations from time to time for a contract term commencing on **November 27, 2013** and ending on **November 26, 2014** for a total contract amount not to exceed **\$125,000.00** which is based on the following fee schedule:

City Clerk File No. Res. 13.797Agenda No. 10.7.2

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICES AGREEMENT WITH PARKER McKAY P.A. TO
PROVIDE LEGAL COUNSEL (BOND COUNSEL) TO THE
CITY OF JERSEY CITY**

Amount of Bonds:

\$1 to \$999,000
\$1,000,000 to \$4,999,999
\$5,000,000 and up

Base Fee:

\$5,000 to \$9,000
\$9,001 to \$13,000
\$13,001, plus \$1.10 per \$1,000 of
bonds over \$5,000,000

Services for General Public Finance and Tax Advice/Official Statement preparation/review will be billed at the hourly rates for attorneys and paralegals set forth below. These rates range from \$90.00 to \$265.00 per hour depending on the attorney or paralegal involved.

Paralegal
Associates
Senior Associates/Counsel
Shareholder

Hourly Rate:

\$ 95.00
\$155.00-\$220.00
\$225.00-\$240.00
\$250.00-\$265.00

2. This contract is awarded as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(l).

3. This contract is awarded pursuant to the "fair and open" provisions of N.J.S.A. 19:44A-20.4 et seq. (the "Pay to Play" Law);

4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

5. The award of this contract shall be subject to the condition that Parker McKay P.A. provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.;

6. Notice of this action shall be published in a newspaper of general circulation within the municipality as required by law within (10) days of this award.

I, Donna Mauer, Donna Mauer, Chief Financial Officer certify that funds in the amount of \$125,000 are available in Account No. No. 04-215-55-888-990, PO#

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11 26 13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando B. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

AGREEMENT

AGREEMENT made this 27th day of **November, 2013** between the **City of Jersey City**, a Municipal Corporation of the State of New Jersey ("City") and **Parker McKay P.A.** (hereinafter referred to as "Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for Special Counsel to provide all necessary legal services required to consummate the authorization, issuance, sale and delivery of City obligations.

ARTICLE II

Scope of Services

1. Special Counsel is hereby retained as an independent contractor and shall perform for the City legal services in connection with the authorization, issuance, sale and delivery of City obligations including but not limited to bonds, bond anticipation notes, school promissory notes, tax appeal refunding notes, restructuring and other obligations of the City in the tax-exempt securities market.

2. This agreement shall be one year commencing on November 27, 2013.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Special Counsel. Any modifications which increase the compensation of Special Counsel shall require the prior authorization of the governing body of the City.

ARTICLE III

Billing Practices and Other Guideline Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket costs to the Special Counsel and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the Special Counsel will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, Special Counsel shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. Special Counsel will pay all third-party service providers directly and will bill the City for those

services and provide detailed disbursements in monthly invoices. This City will not accept separate invoices from service providers submitted directly to the City for payment.

If the Special Counsel receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City:

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations;
- charges for use of conference rooms or office space.

Should the services of one or more other persons with Special Counsel's firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If Special Counsel decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultations between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

ARTICLE IV
Compensation and Payment

1. The total fee payable to Special Counsel for the entire term of this Agreement shall not exceed \$125,000.00, including expenses. This amount is based on the following fee schedule:

A.	Amount of Bonds:	Base Fee:
	\$1 to \$999,000	\$5,000 to \$9,000
	\$1,000,000 to \$4,999,999	\$9,001 to \$13,000
	\$5,000,000 and up	\$13,001, plus \$1.10 per \$1,000 of bonds over \$5,000,000

- B. Services for General Public Finance and Tax Advice/Official Statement preparation/review will be billed at the hourly rates for attorneys and paralegals set forth below. These rates range from \$90.00 to \$265.00 per hour depending on the attorney or paralegal involved.

	Hourly Rate:
Paralegal	\$ 95.00
Associates	\$155.00-\$220.00
Senior Associates/Counsel	\$225.00-\$240.00
Shareholder	\$250.00-\$265.00

ARTICLE V
Insurance

1. Special Counsel shall purchase and maintain the following insurance during the term of this Agreement:

A. Comprehensive General Liability: including Premises Operations, and Products Completed Operations - covering as insured the Special Counsel with not less than One Million (\$1,000,000) Dollars combined single limit for Bodily Injury and Property

Damage Liability. The City of Jersey City, its agents, servants shall be named as additional named insured.

B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the Special Counsel in the sum of One Hundred Thousand (\$100,000) Dollars (Statutory).

C. Professional Liability Insurance: covering as insured the Special Counsel with not less than ONE MILLION DOLLARS (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Special Counsel indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for

personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Special Counsel or any one employed by the Special Counsel. This policy must be written on an "Occurrence" form. A "Claims Made" form is unacceptable.

2. The Special Counsel agrees to procure and maintain insurance of the kinds and in the amounts herein above provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work, the Special Counsel shall furnish the City certificates of such insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, and Workmen's Compensation Insurance, shall be kept in force until submission of the Special Counsel's final invoice.

ARTICLE VI Termination

The City reserves the right to terminate this Agreement at any time at its convenience, in which event Special Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom.

ARTICLE VII Entire Agreement

This Agreement constitutes the entire agreement between City and Special Counsel. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE VIII Assignment

Special Counsel shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

ARTICLE IX
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE X
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the agreement.

ARTICLE XI
Counter-parts

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE XII
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

ARTICLE XIII
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this agreement.

ARTICLE XIV
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XV
Compliance with Equal Employment
Opportunity/Affirmative Action Plan

(A) If the Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity and Affirmative Action provisions).

(B) This Agreement shall not become effective and Special Counsel shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity and Affirmative Action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

(C) Special Counsel shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1) A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or

2) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

3) A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XVI
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City
Business Administrator
280 Grove Street
Jersey City, New Jersey 07302

Parker McKay P.A.
9000 Midlantic Drive, Suite 300
P.O. Box 5054_
Mount Laurel, NJ 08054-1539

ARTICLE XVII
New Jersey Business Registration Requirements

The Special Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the Special Counsel shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, Special Counsel and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVIII

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT J. KAKOLESKI
Business Administrator

ATTEST:

PARKER McKAY P.A.

CITY OF JERSEY CITY

VENDOR: Parker McCay P.A.

**RESPONDENT'S
CHECKLIST**

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. Affirmative Action Compliance Notice		
F. MWBE Questionnaire (2 copies)		
G. Form AA302 – Employee Information Report		
H. Business Registration Certificate		
I. Original signature(s) on all required forms.		

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am Chief Operating Officer

of the firm of Parker McCay P.A.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent)

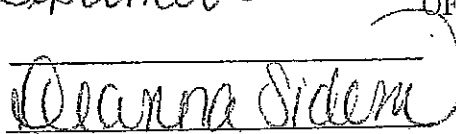

Stephen J. Mushinski

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

September 11

OF 20 *13*

(TYPE OR PRINT NAME)
OF AFFIANT



NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20

DEANNA N. SIDERIO
A Notary Public of New Jersey
My Commission Expires April 11, 2016

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED
WITH THIS PROPOSAL).

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own ten percent (10%) or greater interest therein.

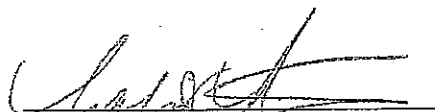
PLEASE UTILIZE SEPARATE SHEET WITH HEADINGS IF NECESSARY
 STOCKHOLDERS: Attach Separate Sheet with Headings

Name	Address	% owned
*I certify that no one shareholder owns 10% or more of the issued and outstanding stock of the undersigned.		

TITLE: Parker McCay P.A.

SUBSCRIBED
 AND SWORN TO
 BEFORE ME THIS DAY OF 20

September 11, 2013
Deanna Siderio
 (TYPE OR PRINT NAME OF
 AFFIANT UNDER SIGNATURE)


 Carolyn J. Rutsky, CFO

NOTARY PUBLIC OF MY COMMISSION EXPIRES: 20

DEANNA N. SIDERIO
 A Notary Public of New Jersey
 My Commission Expires April 11, 2016

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED
 WITH THIS PROPOSAL).

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Carolyn J. Butsky, CFO

Representative's Signature: [Signature]

Name of Company: Parker McCay P.A.

Tel. No.: 856-596-8900

Date: 9-11-13

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City _____ of Jersey City _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Carolyn J. Rutsky, CFO

Representative's Signature: _____

Name of Company: Parker McCay P.A.

Tel. No.: 856-596-8900

Date: 9-11-13

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Parker McCay P.A.
Address : 9000 Midlantic Drive, Suite 300, P.O. Box 5054, Mt. Laurel, NJ 08054
Telephone No. : 856-596-8900
Contact Name : Carolyn J. Rutsky, CFO

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Parker McCay P.A.

Address: 9000 Midlantic Drive, Suite 300, P.O. Box 5054, Mt. Laurel, NJ 08054

Telephone No.: 856-596-8900

Contact Name: Carolyn J. Rutsky, CFO

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY



PARKER McCAY

Parker McCay P.A.
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054-1539

P: 856.596.8900
F: 856.596.9631
www.parkermccay.com

To: New Jersey Government Contracting Units

Below please find a copy of Parker McCay's "State of New Jersey Business Registration Certificate" which is required to be kept on file in accordance with the statute P.L. 2004, Chapter 57, Business Registration Act. This law took effect on September 1, 2004.

If you have any questions or need additional information, please contact me at 856-810-5808 or crutsky@parkermccay.com.

Sincerely,

CAROLYN J. RUTSKY



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	PARKER MCCAY P.A.
Trade Name:	
Address:	9000 MIDLANTIC DR STE 300 MOUNT LAUREL, NJ 08054-1539
Certificate Number:	1082583
Effective Date:	August 24, 2004
Date of Issuance:	January 09, 2013

For Office Use Only:

20130109115631260

COUNSEL WHEN IT MATTERS.SM

Mount Laurel, New Jersey | Lawrenceville, New Jersey | Atlantic City, New Jersey

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A. 10:5-31 et seq) (P.L. 1975, C.127)
GOODS, PROFESSIONAL SERVICES and GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contract, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor, where applicable, will send to each labor union or representative of workers with which it as a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the American with Disability Act.

The contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C 17:27-5.2.

The contractor agrees to inform in writing its appropriate recruitment agencies in the area including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decision of the state of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior execution of a goods and services contract, on of the following three documents: Letter of Federal Affirmative Action Plan Approval, Certificate of Employee Information Report or Employee Information Report Form AA302.

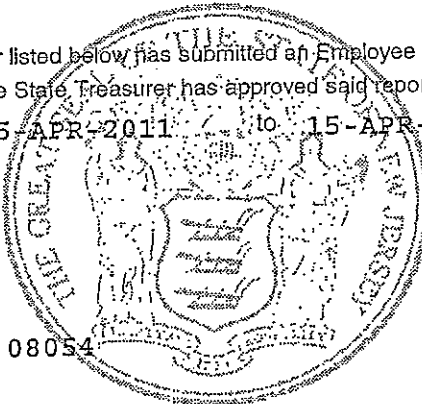
The Contractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Certification 4740

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2011 to 15-APR-2014

PARKER MC CAY, PA
9000 MIDLANTIC DRIVE
MT. LAUREL NJ 08054



Andrew P. Sidamon-Eristoff
State Treasurer

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Conner Strong & Buckelew Companies, Inc.
Two Liberty Place
50 S. 16th Street, Suite 3600
Philadelphia, PA 19102

CONTACT NAME: Matt Walsh

PHONE (A/C, No, Ext): 877 861-3220

FAX (A/C, No): 8567959783

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Fire Insurance Company

19682

INSURER B: Hartford Casualty Insurance Com

29424

INSURER C: Twin City Fire Insurance Compan

29459

INSURER D: Columbia Casualty Company

31127

INSURER E:

INSURER F:

INSURED

Parker McCay P.A.
9000 Midlantic Drive, Suite 300
Mount Laurel, NJ 08054

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		13UUNJV5478	02/14/2013	02/14/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>		13UUNJV5478	02/14/2013	02/14/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		13XHUJV5327	02/14/2013	02/14/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	13WBPU0746	02/14/2013	02/14/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	PROFESSIONAL LIABILITY		198276404	07/13/2012	07/13/2013	SEE LIMITS BELOW

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROFESSIONAL LIABILITY: \$10,000,000 EACH CLAIM; \$10,000,000 AGGREGATE; \$100,000 DEDUCTIBLE

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. Michael Fitzgerald

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Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.798

Agenda No. 10.Z.3

Approved: NOV 26 2013

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FRANKOSKI CONSTRUCTION CO, INC., FOR LOBBY BRONZE DOOR REHABILITATION FOR LOEW'S JERSEY THEATER, PROJECT NO. 2013-002, DEPARTMENT OF PUBLIC WORKS/ DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION.

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **Lobby Bronze Door Rehabilitation for Loew's Jersey Theater, Project No. 2013-002** for the Department of Public Works/Division of Architecture, pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **One (1) Bid**, the sole responsible bid being that from **Frankoski Construction Co. Inc., 314 Dodd Street, East Orange, NJ 07017**, in the total bid amount of **Ninety One Thousand, Two Hundred Seventy One (\$91,271.00) Dollars**; and

WHEREAS, this Bid is being awarded with the Total Base plus Alternate; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of **Ninety One Thousand, Two Hundred Seventy One (\$91,271.00) Dollars**, is available in the 2013 temporary and permanent budget; and

WHEREAS, the funds for this purchase are available in **HCOS Friends of Loews Acct # 02-213-40-317-314**; and

Dept. of Public Works/Div of Architecture, Engineering, Traffic and Transportation			
Acct. No.	P.O. #	Funding Source	Amount
02-213-40-317-314	111863	HCOS Acct	\$91,271.00
02-213-40-317-314	111864	HCOS Acct Conting.	\$18,254.20
TOTAL ENCUMBER			\$109,525.20

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

WHEREAS, if funds are not available for the contract in the 2013 permanent budgets, the contract will be terminated.

City Clerk File No. Res. 13.798Agenda No. 10.Z.3

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FRANKOSKI CONSTRUCTION CO, INC., FOR LOBBY BRONZE DOOR REHABILITATION FOR LOEW'S JERSEY THEATER, PROJECT NO. 2013-002, DEPARTMENT OF PUBLIC WORKS/ DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION.**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Frankoski Construction Co, Inc.**, be accepted and that a contract be awarded to said company in the above amount and the Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-ET, seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account shown below.

Dept. of Public Works/Div of Architecture, Engineering, Traffic and Transportation			
Acct. No.	P.O. #	Funding Source	Amount
02-213-40-317-314	111863	HCOS Acct	\$91,271.00
02-213-40-317-314	111864	HCOS Acct Conting.	\$18,254.20
TOTAL ENCUMBER			\$109,525.20

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City on

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FRANKOSKI CONSTRUCTION CO, INC., FOR LOBBY BRONZE DOOR REHABILITATION FOR LOEW'S JERSEY THEATER, PROJECT NO. 2013-002, DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION.

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Michael Razzoli, Director, Department of Public Works

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Folgado, Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Eight (8)

DATE BIDS WERE PUBLICLY RECEIVED:

October 24, 2013.

NUMBERS OF BIDS RECEIVED:

One (1)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Lobby Bronze Door Rehabilitation for Loew's Jersey Theater for The Department of Public Works/Division of Architecture, Engineering, Traffic and Transportation.

BIDDER'S INFORMATION:

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

Grand Total Bid Price

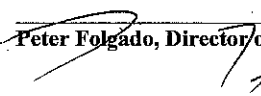
- | | |
|---|-------------|
| 1) Frankoski Construction Co. Inc
314 Dodd Street
East Orange, NJ 07017 | \$91,271.00 |
|---|-------------|

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

**I CERTIFY THAT ALL THE FACTS
HAVE BEEN PRESENTED**

Date

11/18/13


Peter Folgado, Director of Purchasing, RPPO, QPA

RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☒ BIDS

REQ NO. 0163314 , 0163315

PO # 111863 & 111864

DEPT/DIV: DPW/Architecture

SUBJ: Lobby Door Rehabilitation for Loew's Jersey Theater
Project # 2013-002

GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

NOTE:

BIDS

	Goods & Services	Construction	RFP's	RFQ's	Resolution
Proposal Page/Amounts		X			X
EEO/AA Compliance		X			
BRC/Validation		X			
Certification Regarding Suspension/Debarment		X			
Legislative Fact Sheet/ Determination of Value		X			

Notes:

BID PROPOSAL
Continued

TOTAL BASE BID PRICE:

Item No. 1: The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the Drawings for the Lump Sum Price of:

Ninety one thousand two hundred seventy one dollars
(In Writing)

\$91,271.00
(In Figures)

Exhibit B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title Print: Joseph Frankoski, President

Representative's Signature: [Signature]

Name of Company: Frankoski Construction

Tel. No.: 973.414.9224

Date: 10.24.13

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of Frankoski Const. (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Joseph Frankoski, President
Representative's Signature: Joseph Frankoski
Name of Company: Frankoski Construction
Tel. No.: 973-414-9224 Date: 10.24.13

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Frankoski Construction Co., Inc.

Address : 314 Dodd Street East Orange, NJ 07017

Telephone No. : 973. 414. 9224

Contact Name: Joseph Frankoski

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Frankoski Construction Co., Inc.
Address : 314 Dodd Street East Orange, NJ 07017
Telephone No. : 973.414.9224
Contact Name: Joseph Frankoski

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Bronze Door Rehabilitation for Loews Theater # 2013 - 002

Contractor: Frankoski Construction Bid Amt. \$ 91,271.00

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
General Construction				✓

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Bronze Door Rehabilitation for Loews Theater # 2013-002

Contractor: Frankoski Construction Bid Amt. \$ 91,271.00

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
General Construction				✓

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project Lobby Bronze Door Rehabilitation - Loews Theater

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
N/A					

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

We solicit participation from MWBE contractors
and evaluate proposals as we receive them.

Name of Contractor Frankoski Construction Co., Inc.

By: Signature

Joseph Frankoski

Type or print name/title: Joseph Frankoski, President

Telephone No: 973. 414.9224 Date 10.24.13

.....
For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

EQUAL EMPLOYMENT OPORTUNITY COPY

MWBE Page 3 Project Lobby Bronze Door Rehabilitation Lewis Theater

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business		
			Check appropriate column		
			Minority	Woman	Neither
N/A					

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

We solicit participation from MWBE contractors and evaluate proposals as we receive them.

Name of Contractor Frankoski Construction Co., Inc.

By: Signature

Joseph Frankoski

Type or print name/title: Joseph Frankoski, President

Telephone No: 973.414.9224 Date 10.24.13

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

PURCHASING COPY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME: FRANKOSKI CONSTRUCTION COMPANY
ADDRESS: 314 DODD ST
EAST ORANGE NJ 07017
EFFECTIVE DATE: 09/13/77

SEQUENCE NUMBER: 0437457
ISSUANCE DATE: 05/09/05

[Signature]
Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0437457 FOR FRANKOSKI CONSTRUCTION COMPANY IS
VALID.

VERIFIED
PC

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 49125

This is to certify that the information listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

10

15-AUG-2012

15-AUG-2019

FRANKOSKI CONSTRUCTION CO., INC.
314 DODD STREET
EAST ORANGE NJ 07017



[Signature]

ARTHUR P. S. LAMORELLA
State Treasurer

Certificate Number
506939

Registration Date: 01/31/2013
Expiration Date: 01/30/2015



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-55.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Frankoski Construction Co., Inc.

Responsible Representative(s):

Joseph Frankoski, President
Anthony M. Frankoski, Vice-President
Stanley P. Frankoski, Secretary

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.799

Agenda No. 10.Z.4

Approved: NOV 26 2013

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO Z-TECH CONTRACTING, LLC., FOR MARY BENSON PLAYGROUND IMPROVEMENTS, PROJECT NO. 2012-005. DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION.

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **Mary Benson Playground Improvements, Project No. 2012-005** to the City of Jersey City for the Department of Public Works/Division of Architecture pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Five (5) Bids**, the lowest responsible bid being that from **Z-Tech Contracting, LLC.**, 114 Baltusrol Road, Summit, NJ 07901, in the total bid amount of **Four Hundred Forty Three Thousand, Three Hundred Ninety Eight (\$443,398.13) Dollars and Thirteen Cents**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the funds for this purchase are available in **Parks Capital Account # 04-215-55-826-990 and # 04-215-55-826-991**; and

Dept. of Public Works/Div of Architecture, Engineering, Traffic and Transportation			
Acct. No.	P.O. #	Funding Source	Amount
04-215-55-826-990	111860	Capital Account	\$443,398.13
04-215-55-826-991	111861	Capital Acct Conting.	\$32,254.62
04-215-55-826-990	111862	Capital Acct Conting.	<u>\$56,425.01</u>
		Total Encumb.	\$532,077.76

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. Seq.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Z-Tech Contracting, LLC** be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

Continued on page 2)

City Clerk File No. Res. 13.799Agenda No. 10.Z.4

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO Z-TECH CONTRACTING, LLC., FOR MARY BENSON PLAYGROUND IMPROVEMENTS, PROJECT NO. 2012-005. DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION.

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below.

Dept. of Public Works/Div of Architecture, Engineering, Traffic and Transportation			
Acct. No.	P.O. #	Funding Source	Amount
04-215-55-826-990	111860	Capital Account	\$443,398.13
04-215-55-826-991	111861	Capital Acct Conting.	\$32,254.62
04-215-55-826-990	111862	Capital Acct Conting.	\$56,425.01
Total Encumb.			\$532,077.76

Approved by Peter Folgado, Director of Purchasing, QPA

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO Z-TECH CONTRACTING, LLC., FOR MARY BENSON PLAYGROUND IMPROVEMENTS, PROJECT NO. 2012-005. DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Michael Razzoli, Director, Department of Public Works

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Folgado, Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Seven (7)

DATE BIDS WERE PUBLICLY RECEIVED:

October 29, 2013

NUMBERS OF BIDS RECEIVED:

Five (5)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Mary Benson Playground Improvements, Projects No. 2012-005 for the Department of Public Works/Division of Architecture, Engineering, Traffic and Transportation.

BIDDER'S INFORMATION:

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) Z-Tech Contracting LLC 114 Baltusrol Road Summit, NJ 07901	\$443,398.13
2) Zenith Construction Services 365 Thomas Blvd Orange, NJ 07050	\$522,250.00
3) Practical LLC 40 Constitution Way, Ste 109 Jersey City, NJ 07305	\$543,000.00 *Bid Rejected
4) The Shauger Property Services, Inc 429 Dodd Street East Orange, NJ 07017	\$550,875.00
5) V & K 37 Bartha Avenue Edison, NJ 08817	\$652,550.00

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

**I CERTIFY THAT ALL THE FACTS
HAVE BEEN PRESENTED**

Date

11/18/13

Peter Folgado, Director of Purchasing, RPPO, QPA

RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☒ BIDS

REQ NO. 0162671, 0162672, 0164166

PO # 111860, 111862, 111861

DEPT/DIV: DPW/Architecture

SUBJ: Mary Benson Playground Improvements
Project # 2012-005

GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

NOTE:

BIDS

	Goods & Services	Construction	RFP's	RFQ's	Resolution
Proposal Page/Amounts		X			X
EEO/AA Compliance		X			
BRC/Validation		X			
Certification Regarding Suspension/Debarment		X			
Legislative Fact Sheet/ Determination of Value		X			

Notes:

Exhibit B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title Print: Robert Zorica - President

Representative's Signature: [Signature]

Name of Company: Z-tech Contracting, LLC

Tel. No.: 908 219 7574

Date: 10/29/2013

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FDHAA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FD NUMBER <u>SP000000000</u>	2. CONTRACTOR ID NUMBER	3. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: <u>City of Jersey City</u> Address: <u>1 Journal Square Plaza, 2nd floor</u> <u>Jersey City, NJ 07302</u>
3. NAME AND ADDRESS OF PRIME CONTRACTOR <u>Z-tech Contracting, LLC</u> (Name) <u>114 Baltimore Road</u> (Street Address) <u>Summit NJ 07901</u> (City) (State) (Zip Code)		CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD <u>2012-005</u> <u>10/29/13</u> <u>\$443,299.13</u>
4. IS THIS COMPANY MINORITY OWNED () OR WOMAN OWNED ()		6. NAME AND ADDRESS OF PROJECT Name: <u>Mary Benson Park</u> Address: <u>3rd and Mercedes St</u> <u>Jersey City, NJ</u>
		7. PROJECT NUMBER <u>2012-005</u>
		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
		COUNTY <u>Hudson</u>

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER	5				2				12-1-13	3-18-14
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Robert Zerco
(Please Print Your Name)
908 219 7574

President
(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

10/29/2013

FORM AA-202
REVISED 11/11

State of New Jersey
Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:
http://www.state.nj.us/treasury/contract_compliance/pdf/aa2011ms.pdf

1. Name and address of Prime Contractor Z-tech Contracting, LLC 114 BATH ROAD Summit NJ 07901		3. FID or SS Number XXXXXXXXXX 4. Reporting Period 10/1/13 - 10/31/13 Job (not started yet) 5. Public Agency Awarding Contract City of Jersey City Date of Award 10/29/13 6. Name and Location of Project Navy Person Park Hudson County 7. Project ID Number 2012-005	
---	--	--	--

8. CONTRACTOR NAME (LAST NAME, FIRST NAME, SUFFIX)	9. PERCENT OF WORK COMPLETED	10. TYPE OF CONTRACT	CLASS OF WORK	11. NUMBER OF EMPLOYEES							12. TOTAL		13. WORKHOURS		14. % OF WORKERS				15. CON. WORKERS				16. CON. WORKHOURS			
				A	B	C	D	E	F	G	NO. OF EMP	TOTAL HOURS	A	B	A	B	C	D	A	B	C	D	A	B	C	D
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	PAKISTANI	OTHER			MALE	FEMALE	% OF MALE	% OF FEMALE	% OF MALE	% OF FEMALE	MALE	FEMALE	% OF MALE	% OF FEMALE	MALE	FEMALE	% OF MALE	% OF FEMALE
			J																							
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			AP																							
			J																							
			AP																							

17. COMPLETED BY (PRINT OR TYPE)

Robert Zacca x **R. Zacca** President
 908 219 7574 10/29/2013

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Robert Zerco / President
Representative's Signature: [Signature]
Name of Company: Z-Tech Contracting, LLC
Tel. No.: 908 219 7574 Date: 10/29/2013

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Z-tech Contracting, LLC

Address : 114 Battuscol Road, Summit NJ 07961

Telephone No. : 908 219 7574

Contact Name : Robert Zocca

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Z-tech Contracting, LLC

Address : 114 BaHuslo Road Summit NJ 07901

Telephone No. : 908 219 7574

Contact Name : Robert Zecca

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Harry Barton Playground Improvements # 2012-005

Contractor: Z-tech Contracting, LLC Bid Amt. \$ 443,599.13

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Paver	\$25,000.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrician	\$1,000	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Mary Benson Park Playground Improvements # 2012-005

Contractor: Z-Tech Contracting, LLC Bid Amt. \$ 443,399.13

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Paver	\$25,000.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrician	\$1000.00	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project Navy Benson Playground Improvements #2013-005

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Electrician	Quality Electrical Lanet Ave. W. Kearsburg	\$ 1000			X
Paver	Crossroads Newark, NJ	\$25,000.00	X		

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Name of Contractor

By: Signature

Type or print name/title: Robert Zocco - President

Telephone No: 908 219 7574 Date 10/29/13

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

EQUAL EMPLOYMENT OPORTUNITY COPY

MWBE Page 3 Project Mary Benson Playground Improvements #2012-005

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Electrician	Quality Electrical 4441 Ave. W. Kearnsburg	\$1000			X
Paver	Crossroads Newark, NJ	\$25,000.00	X		

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Name of Contractor

By: Signature

Type or print name/title: Robert Zecca - President

Telephone No: 908 219 7574

Date: 10/29/2013

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

PURCHASING COPY

12/10/12

Taxpayer Identification# 270-541-066/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 287 TRENTON, NJ 08646-0282
TAXPAYER NAME: Z-TECH CONTRACTING, LLC	TRADE NAME:	
ADDRESS: 114 BALTUSROL ROAD SUMMIT NJ 07901	SEQUENCE NUMBER: 002724	
EFFECTIVE DATE: 09/17/09	ISSUANCE DATE: 12/10/12	
FORM ERC		Director New Jersey Division of Revenue

104-001-0200040V



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1512724 FOR Z-TECH CONTRACTING, LLC IS VALID.

VERIFIED
PC

Certificate Number
672439

Registration Date: 08/05/2013
Expiration Date: 08/04/2015



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Z-Tech Contracting, LLC
2013

Responsible Representative(s):
Robert Zecca, President

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.800

Agenda No. 10.Z.5

Approved: NOV 26 2013

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM JOURNAL SQUARE ASSOCIATES, L.L.C.

COUNCIL

Offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

WHEREAS, the Loew's Theatre, located at 54 Journal Square, in Jersey City, New Jersey [Loew's Theatre], is a landmark theater that opened September 28, 1929, and which was originally referred to as "the most lavish temple of entertainment in New Jersey" and was also one of the state's biggest and best equipped theatres, with just under 3,100 seats; and

WHEREAS, the Loew's Theater is presently underutilized, underfunded, in disrepair and in need of substantial renovation; and

WHEREAS, the City of Jersey City [City] is seeking contributions from civic minded persons to help contribute to the costs of renovations of the Loew's Theater to bring it back to its former stature; and

WHEREAS, Journal Square Associates, L.L.C., is undertaking a \$660 million project in the Journal Square area and will benefit from the rehabilitation of the Loew's Theater, which is integral to the area and to Journal Square Associates, L.L.C.'s redevelopment plan; and

WHEREAS, Journal Square Associates, L.L.C., desires to make a pledge solely to the City, and the City wishes to accept such pledge, and to apply contributed funds, together with funds contributed by others, solely to the costs of renovation of the Loew's Theater and for no other purpose; and

WHEREAS, by proposed Pledge Agreement, Journal Square Associates, L.L.C., has pledged to contribute the sum of two million five hundred thousand dollars (\$2,500,000) solely to the City of Jersey City for use solely by the City to undertake capital improvements at the Loews Theatre, and for no other purpose [Contribution]; and

WHEREAS, Journal Square Associates, L.L.C., has pledged to make the gift in four installments, as set forth herein and in the Pledge Agreement:

- a. The first payment of one million (\$1,000,000) due upon execution of the Pledge Agreement, but no later than ten (10) days after adoption of this Resolution in consideration of the pledged gift;
- b. The second payment of five hundred thousand dollars (\$500,000) due twelve (12) months after the date of execution of the Pledge Agreement; and
- c. The third payment of five hundred thousand (\$500,000) due twenty-four (24) months after the date of execution of the Pledge Agreement;
- d. The fourth payment of five Hundred Thousand (\$500,000) shall be due thirty-six (36) months after the date of execution of this Pledge Agreement; and

WHEREAS, the City is desirous of accepting this gift; and

WHEREAS, in reliance upon the pledge of this gift, the City will enter into contracts, incur costs, and solicit gifts from other donors based on the expectation that Journal Square Associates, L.L.C., will complete its pledge to make the gift; and

City Clerk File No. Res. 13.800Agenda No. 10.Z.5

TITLE:

WHEREAS, the City of Jersey City or its designee will hold the contribution in escrow to be used for the sole purpose of making renovations and improvements to the Loews Theatre.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The acceptance of two million five hundred thousand dollars (\$2,500,000) from Journal Square Associates L.L.C., be and is hereby approved; and

2. The City of Jersey City is authorized to enter into a Pledge Agreement with Journal Square Associates, L.L.C., concerning the Contribution in substantially the form attached subject to such modifications the Corporation Counsel or the Business Administrator deem appropriate; and

3. Journal Square Associates, L.L.C., has pledged to make the gift in four installments, as set forth herein and in the Pledge Agreement; and

4. By executing the Pledge Agreement, Journal Square Associates L.L.C. acknowledges that, in reliance upon the pledged gift, the City of Jersey City will enter into contracts, incur costs, solicit gifts from other donors based and otherwise act in material reliance on the promise that Journal Square Associates, LLC will complete its pledge to make the gift in accordance with the schedule set forth above, thereby constituting detrimental reliance or promissory estoppels; and

5. By executing the Pledge Agreement, Journal Square Associates, LLC acknowledges that should it fail to complete its pledge according to the schedule set forth in this Resolution and in the Pledge Agreement, the City of Jersey City may maintain an enforcement action at law including under detrimental reliance or promissory estoppel; and

6. The City shall hold the Contribution in escrow in an interest bearing account (the "Escrow Account"), to be applied for the sole purpose of; (i) paying a portion of the costs of the capital improvements to the Loew's Theatre, as set forth in the Pledge Agreement, and (ii) paying an administrative fee to the City or its designee of an amount not to exceed more than one-half of one percent (0.5%) of the funds held in escrow, or Twelve Thousand Five Hundred Dollars (\$12,500) per annum; and

7. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution; and

APPROVED: The City of Jersey City hereby thanks Journal Square Associates L.L.C., for its generosity.

APPROVED: 
DJ/he Business Administrator
11/21/13


Corporation Counsel

Certification Required ☐

Not Required ☐

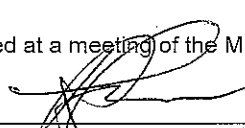
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.801
Agenda No. 10.Z.6
Approved: NOV 26 2013

TITLE:

RESOLUTION ACCEPTING GRANT FUNDS FOR THE 2010 RECYCLING TONNAGE GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION



COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L.1987,c. 102 has established a recycling fund from which tonnage grant made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the City of Jersey City designates the Jersey City Incinerator Authority to ensure that the recycling regulations imposed on municipalities as a condition of the tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality is followed ; and

WHEREAS, a resolution accepting the funds in the amount of \$278,748 for such tonnage grant will memorialize the commitment of this municipality to recycling and to initiate the assent of the City Council to the efforts undertaken by the municipality and the requirements outlined in the Recycling Act and recycling regulation

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1) The City of Jersey City hereby accepts the funds of \$278,748 from the New Jersey Department of Environmental Protection for the 2010 Recycling Tonnage Grant; and

2) The City of Jersey City designates the Jersey City Incinerator Authority to manage the grants funds in accordance with the Mandatory Source Separation and Recycling Act promulgated by the New Jersey Department of Environmental Protection; and

3) The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: [Signature]

APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.802
Agenda No. 10.Z.7
Approved: NOV 26 2013



TITLE:

**RESOLUTION AUTHORIZING THE INSERTION
OF SPECIAL ITEMS OF REVENUES AND
APPROPRIATIONS IN THE CY 2013
MUNICIPAL BUDGET, PURSUANT TO N.J.S.A.
40A:4-87.**

COUNCIL

of the following resolution:

offered and moved adoption

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount,

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2013 Municipal Budget:

	FROM	TO
UASI (Urban Area Security Initiative) Grant	0	\$1,661,092
Recycling Tonnage Grant (2010)	0	\$ 278,748

BE IT FURTHER RESOLVED that a like sum be approved to be appropriated in same budget:

	FROM	TO
UASI (Urban Area Security Initiative) Grant	0	\$1,661,092
Recycling Tonnage Grant (2010)	0	\$ 278,748

BE IT FURTHER RESOLVED that notification of these budget changes will be made to the Director of the Division of Local Government Services on forms as prescribed by the aforementioned authority.

APPROVED: [Signature] CTO

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.26.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13-803

Agenda No. 10.Z.8

Approved: NOV 26 2013

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TEC-CON CONTRACTORS INC. FOR THE STUYVESANT MONUMENT FOOTING PROJECT NO. 13-033 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for the **Stuyvesant Monument Footing**; and

WHEREAS, the Division of Purchasing received three (3) proposals, with the lowest responsible being that from Tec-Con Contractors Inc. 9 Dodd Street, East Orange, New Jersey 07017 in the total amount of **Thirty Thousand Fifty Six Dollars (\$30,056.00)**; and

WHEREAS, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$30,056.00 are available in the **Parks Maintenance Operating Account and in the Grant Fund Account**;

<u>Account</u>	<u>PO</u>	<u>Amount</u>
02-213-40-321-314	111784	\$25,000.00
01-201-28-375-314	111785	<u>\$ 5,056.00</u>
		\$30,056.00

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of **\$30,056.00 for the Stuyvesant Monument Footing** is awarded to Tec-Con Contractors Inc. and the Purchasing Director is directed to have such a contract drawn up and executed;

(Continue on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO TEC-CON CONTRACTORS INC. FOR THE STUYVESANT MONUMENT FOOTING PROJECT NO. 13-033 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

2. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$30,056.00 are available in the **Parks Maintenance Operating Account and in the Grant Fund Account;**

<u>Account</u>	<u>PO</u>	<u>Amount</u>
02-213-40-321-314	111784	\$25,000.00
01-201-28-375-314	111785	\$ 5,056.00
		\$30,056.00

Peter Folgado,
Director of Purchasing, QPA,RPPO

Donna Mauer,
Chief Financial Officer

PF/pv
11/14/13

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/26/13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
111784

REQUISITION # 0164126
BUYER P2PRESO

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE	VENDOR NO.
11/14/2013	TE546180WBE

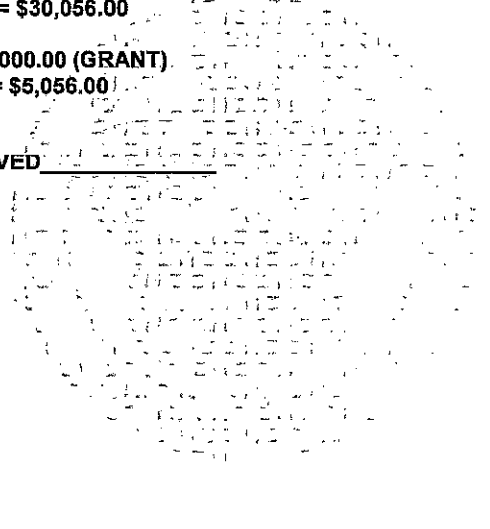
VENDOR INFORMATION

TEC-CON CONTRACTORS INC.
9 DODD STREET
EAST ORANGE NJ 07017

DELIVER TO
PARK MAINTENANCE
575 RT. 440

JERSEY CITY NJ 07305

BILL TO
PARK MAINTENANCE
575 RT. 440
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	STUYVESANT MONUMENT PETER STUYVESANT MONUMENT FOOTING REMOVE AND REPLACE SIDEWALK CONCRETE FOUNDATION WALL TOTAL CONTRACT AMOUNT = \$30,056.00 AMOUNT ON THIS REQ = \$25,000.00 (GRANT) AMOUNT ON REQ # 0164127 = \$5,056.00 RESO _____, APPROVED _____ 	02-213-40-321-314	25,000.0000	25,000.00

TAX EXEMPTION NO. 22-6002013

PO Total 25,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

Requisition #

0164126

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #

Requisition

Vendor
TEC-CON CONTRACTORS INC.,
9 DODD STREET
EAST ORANGE NJ 07017Dept. Bill To
PARK MAINTENANCE
575 RT. 440
JERSEY CITY NJ 07305Dept. Ship To
PARK MAINTENANCE
575 RT. 440
JERSEY CITY NJ 07305

TE546180WBE

Contact Info
Brian Weller, Dir
2015475900

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EAS	STUYVESANT MONUMENT	02-213-40-321-314	25,000.00	25,000.00
		PETER STUYVESANT MONUMENT FOOTING			
		REMOVE AND REPLACE SIDEWALK			
		CONCRETE FOUNDATION WALL			
		TOTAL CONTRACT AMOUNT = \$30,056.00			
		AMOUNT ON THIS REQ = \$25,000.00 (GRANT)			
		AMOUNT ON REQ # 0164127 = \$5,056.00			

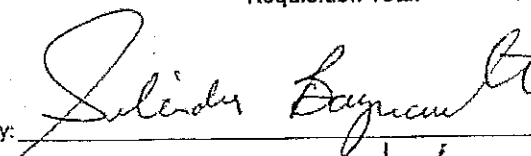
Requisition Total 25,000.00

Req. Date: 11/12/2013

Requested By: ELIZABET

Buyer Id:

Approved By:


11/12/13

This Is Not A Purchase Order

Chris Charas

From: tec_con@comcast.net
Sent: Monday, October 14, 2013 3:48 PM
To: Chris Charas
Cc: Tec Con
Subject: Re: Stuyvesant Monument Footing Project # 13-033

Chris: Here is our added amounts to include your list of items for our \$ 21,300 quote of October 9, 2013.

Remove and replace sidewalk	\$ 1520.00
Add cost for concrete wall instead of block wall.....	1500.00
Temporary fence.....	1000.00
Police.....	2400.00
Permit costs - not included.....	no charge
Additional cost for 12" thick existing slab.....	1540.00
 TOTAL.....	 \$ 7960.00
10% overhead and profit.....	796.00
SUBTOTAL.....	\$ 8756.00
 PREVIOUS QUOTE (10-9-13).....	 21,300.00
REVISED TOTAL.....	\$ 30,056.00

Please let us know if we should proceed with this work.

Sincerely,
Silvia Farro

From: "Chris Charas" <CharasC@icnj.org>
To: "tec con" <tec_con@comcast.net>
Cc: "Brian Weller" <WellerB@icnj.org>
Sent: Thursday, October 10, 2013 3:39:27 PM
Subject: Stuyvesant Monument Footing Project # 13-033

Silvia:

In addition to the sketches faxed to you yesterday, there are several other items that need to be added to your proposal. They are as follows:

- Remove and replace 5" thk concrete colored sidewalk for entire perimeter of the existing slab. Approximately 22' x 5', both sides and 10' x 5', both sides.
- The new sidewalk is to be 5" thk with 6x6 10/10 WWF colored concrete and pitched from the new level monument slab to the existing sidewalk.
- Provide a separate cost for a poured concrete foundation wall, instead of the block foundation wall.
- Provide temporary fencing during demolition and construction around construction area.
- Provide police as necessary during project.
- Obtain construction permits via the building department. We will provide signed and sealed drawings to you.

-The existing slab is approximately 12" thk. Please refer to [www.nj.com/.../peter stuyvesant statue returning to mcginley square...](http://www.nj.com/.../peter_stuyvesant_statue_returning_to_mcginley_square...) for photos. The colored concrete will be Scofield French Gray or Charcoal Gray. Please revise you proposal, based upon the additional information. If you need anything further, please do not hesitate to contact me.

Chris Charas
City of Jersey City
Division of Architecture
575 Route 440
Jersey City, New Jersey 07305
201.547.5900 telephone
201.547.5806 facsimile

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

Zenith Construction Services Inc.
365 Thomas Blvd., Orange, New Jersey 07050

Tel: (973) 674-2500

Fax: (973) 674-2511

Date: 10/14/13

Total pages including cover sheet: 1

From: Nick Naik

To: Chris

Company: Jersey City Architectural

Tel: (201) 547-5900

Fax: 201-547-5806

Ref: Stuyvesant Statue Base, Academy Street, Jersey City, NJ.

Message:

We are pleased to quote herewith for the concrete work required at the above referenced project. The quote is based on two pages drawings prepared by Hampton Hill Architecture dated Revised 10/8/13.

Typical Work Procedure as per noted below.

1. Construct new concrete statue pad as per shown in drawings with poured in place perimeter wall in lieu of shown block wall. Also replaced will be perimeter concrete sidewalk flags in order to adjust grades. All exposed concrete to be 4000 psi colored concrete to match existing.

Pricing Schedule:

- The lump sum price would be \$49,999.

We exclude the following:

1. Any reduction of square footage or scope of work will not result in any credit. The lump sum price would not change despite of any lesser as built quantities.
2. Any unforeseen work upon removal of existing pavement.
3. Permit fees above \$300.
4. Any drainage work.
5. Traffic control beyond standard procedure.
6. Any work beyond regular working hours.
7. Any other work beyond and above and not shown in drawings.

It would take up to Three (3) dry working weeks to complete the job. Should you decide to proceed with the work, please sign the bottom of this page and fax it to our office. We would require at least seven days notice.

Work Accepted and Authorized by:

Date:

Authorized Personnel



Smith-Sondy
Asphalt Construction
Company, Inc.
Est. 1946

150 Anderson Avenue
Wallington, NJ 07057
973 777-7833
Fax: 973 777-7580
www.smith-sondy.com

November 6, 2013

Mr. Brian Weller
Jersey City Department of Public Works
575 Route 440
Jersey City, NJ 07305

Re: STUYVESANT STATUE FOUNDATION

Dear Mr. Weller:

We hereby propose to furnish all labor, equipment and materials to construct the statue foundation for the above referenced project, as per plans and information provided and as further detailed below.

STATUE FOUNDATION

- 1) Provide temporary construction fencing around work area.
- 2) Remove & dispose of the existing 10' X 22' X 1" thick foundation slab.
- 3) Remove & dispose of the existing 5" thick, colored concrete sidewalk, 5' wide around the perimeter of the existing foundation slab.
- 4) Excavate for and construct new poured concrete foundation wall, including backfill & compaction.
- 5) Pour new 10' X 22' X 6" thick reinforced concrete slab.
- 6) Construct 5" thick, reinforced colored concrete sidewalk, 5' wide around perimeter of new foundation slab.
- 7) Provide one police officer during construction of the above.
- 8) Secure permits

For the Lump sum Price of \$61,500.00

NOTES:

1. All engineering and field marked construction survey stakes, elevations and offsets, as required, are to be provided.
2. Our proposal is based on being able to complete our items work in one (1) mobilization, with area of work being closed to the public during construction.
3. Above proposal is based on items of work detailed herein. Should additional items of work be required due to underground conditions, owner will be advised at time of construction.

Equal Opportunity Employer

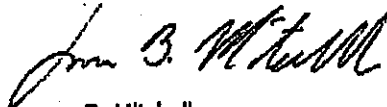
Page 2
Mr. Weller
November 6, 2013

Notes Continued:

4. We are not responsible for any adverse subsurface ground conditions, such as rock, water, utilities buried debris, unsuitable subbase materials and/or hazardous waste. Should these materials be encountered, owner's representative will be notified at once for disposition of same.
5. Above proposal is based on the fact that material to be excavated and/or removed is not contaminated and that all required testing and certifications for same will be supplied.
6. Above proposal is based on information as provided and /or stated. Any substantial changes will be invoiced to owner's representative at previously agreed upon prices.
7. Our proposal is based on working during normal work hours Monday - Friday (7:00 am to 3:30 pm). Saturday, Sunday, Holiday and/or Premium Time hours are not included. Additionally note that no work is to take place during the months of January, February, and/or March.
8. Any and all testing, permits, permit fees and/or inspection costs if required are the responsibility of the owner.

Should you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,
SMITH-SONDY ASPHALT CONSTRUCTION CO., INC.



James B. Mitchell
Engineering



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TEC-CON CONTRACTORS, INC.

Trade Name:

Address: 9 DODD ST
E ORANGE, NJ 07017-3404

Certificate Number: 0069478

Effective Date: October 29, 1980

Date of Issuance: November 14, 2013

For Office Use Only:

20131114121301650

Exit Help Print Preferences

Fund	2	FEDERAL & STATE GRANT FND
G/L	213	RES GRANTS APPROP
Cafr	40	RES GRANTS APPROPRD
Sidary	321	HCOS-PETER STUYVESANT
Item	314	CONTRACTUAL SERVICES
Code	25	ADMINISTRATION DEPT

Budget Amount	25,000.00
Revised Budget	.00
Beginning Balance	25,000.00
for YTD Expended	00.
rr. YTD Expended	00.
pen Encumbered	00.
Ending Balance	25,000.00

Year/Period 2013 / 11 ☒ View in Ascending Order
Chg. Year/Period / ☐ View in Descending Order

[New Acct](#) [Previous >](#) [< Next](#)

Double-Click On An Item Below To View All Details of Corresponding Transaction

[illegible]

Print Account

[View Open Enc](#)

View LqL Line



CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
111785

PURCHASE ORDER & VOUCHER

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # **0164127**
BUYER **P2PRESO**

DATE **11/14/2013** VENDOR NO. **TE546180WBE**

VENDOR INFORMATION

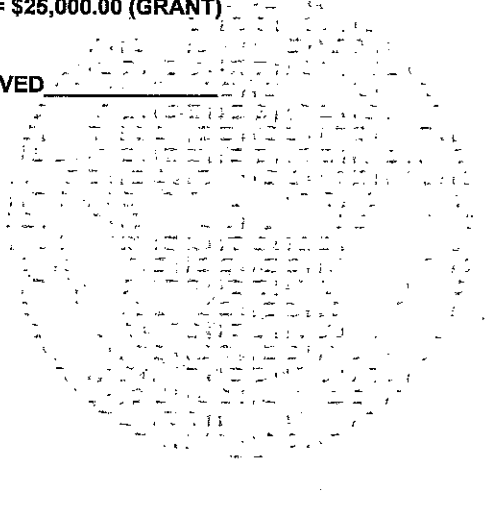
TEC-CON CONTRACTORS INC.
9 DODD STREET

EAST ORANGE NJ 07017

DELIVER TO
PARK MAINTENANCE
575 RT. 440

JERSEY CITY NJ 07305

BILL TO
PARK MAINTENANCE
575 RT. 440
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	STUYVESANT MONUMENT PETER STUYVESANT MONUMENT FOOTING TOTAL CONTRACT = \$30,056.00 AMOUNT ON THIS REQ = \$5,056.00 AMOUNT ON REQ # 0164126 = \$25,000.00 (GRANT) RESO _____, APPROVED _____ 	01-201-28-375-314	5,056.0000	5,056.00

TAX EXEMPTION NO. **22-6002013**

PO Total **5,056.00**

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

Requisition #

0164127

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07305

Assigned PO #

Requisition

Vendor
TEC-CON CONTRACTORS INC.,
9 DODD STREET
EAST ORANGE NJ 07017Dept. Bill To
PARK MAINTENANCE
575 RT. 440
JERSEY CITY NJ 07305Dept. Ship To
PARK MAINTENANCE
575 RT. 440
JERSEY CITY NJ 07305

TE546180WBE

Contact Info
Brian Weller, Dir
2015475900

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	STUYVESANT MONUMENT	01-201-28-375-314	5,056.00	5,056.00
		PETER STUYVESANT MONUMENT FOOTING			
TOTAL CONTRACT = \$30,056.00					

AMOUNT ON THIS REQ = \$5,056.00

AMOUNT ON REQ # 0164126 = \$25,000.00 (GRANT)

Requisition Total 5,056.00

Req. Date: 11/12/2013

Requested By: BAIJNAUTHS

Buyer Id:

Approved By: 

This Is Not A Purchase Order

11/12/13

Chris Charas

From: tec_con@comcast.net
Sent: Monday, October 14, 2013 3:48 PM
To: Chris Charas
Cc: Tec Con
Subject: Re: Stuyvesant Monument Footing Project # 13-033

Chris: Here is our added amounts to include your list of items for our \$ 21,300 quote of October 9, 2013.

Remove and replace sidewalk	\$ 1520.00
Add cost for concrete wall instead of block wall.....	1500.00
Temporary fence.....	1000.00
Police.....	2400.00
Permit costs - not included.....	no charge
Additional cost for 12" thick existing slab.....	1540.00
 TOTAL.....	 \$ 7960.00
10% overhead and profit.....	796.00
SUBTOTAL.....	\$ 8756.00
 PREVIOUS QUOTE (10-9-13).....	 21,300.00
REVISED TOTAL.....	\$ 30,056.00

Please let us know if we should proceed with this work.

Sincerely,
Silvia Farro

From: "Chris Charas" <CharasC@icnj.org>
To: "tec con" <tec_con@comcast.net>
Cc: "Brian Weller" <WellerB@icnj.org>
Sent: Thursday, October 10, 2013 3:39:27 PM
Subject: Stuyvesant Monument Footing Project # 13-033

Silvia:

In addition to the sketches faxed to you yesterday, there are several other items that need to be added to your proposal. They are as follows:

- Remove and replace 5" thk concrete colored sidewalk for entire perimeter of the existing slab. Approximately 22' x 5', both sides and 10' x 5', both sides.
- The new sidewalk is to be 5" thk with 6x6 10/10 WWF colored concrete and pitched from the new level monument slab to the existing sidewalk.
- Provide a separate cost for a poured concrete foundation wall, instead of the block foundation wall.
- Provide temporary fencing during demolition and construction around construction area.
- Provide police as necessary during project.
- Obtain construction permits via the building department. We will provide signed and sealed drawings to you.

-The existing slab is approximately 12" thk. Please refer to [www.nj.com/.../peter stuyvesant statue returning to mcginley square...](http://www.nj.com/.../peter_stuyvesant_statue_returning_to_mcginley_square...) for photos. The colored concrete will be Scofield French Gray or Charcoal Gray. Please revise your proposal, based upon the additional information. If you need anything further, please do not hesitate to contact me.

Chris Charas
City of Jersey City
Division of Architecture
575 Route 440
Jersey City, New Jersey 07305
201.547.5900 telephone
201.547.5806 facsimile

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

Zenith Construction Services Inc.
365 Thomas Blvd., Orange, New Jersey 07050

Tel: (973) 674-2500

Fax: (973) 674-2511

Date: 10/14/13

Total pages including cover sheet: 1

From: Nick Naik

To: Chris

Company: Jersey City Architectural

Tel: (201) 547-5900

Fax: 201-547-5806

Ref: Stuyvesant Statue Base, Academy Street, Jersey City, NJ.

Message:

We are pleased to quote herewith for the concrete work required at the above referenced project. The quote is based on two pages drawings prepared by Hampton Hill Architecture dated Revised 10/8/13.

Typical Work Procedure as per noted below.

1. Construct new concrete statue pad as per shown in drawings with poured in place perimeter wall in lieu of shown block wall. Also replaced will be perimeter concrete sidewalk flags in order to adjust grades. All exposed concrete to be 4000 psi colored concrete to match existing.

Pricing Schedule:

- The lump sum price would be \$ 49,999.

We exclude the following:

1. Any reduction of square footage or scope of work will not result in any credit. The lump sum price would not change despite of any lesser as built quantities.
2. Any unforeseen work upon removal of existing pavement.
3. Permit fees above \$ 300.
4. Any drainage work.
5. Traffic control beyond standard procedure.
6. Any work beyond regular working hours.
7. Any other work beyond and above and not shown in drawings.

It would take up to Three (3) dry working weeks to complete the job. Should you decide to proceed with the work, please sign the bottom of this page and fax it to our office. We would require at least seven days notice.

Work Accepted and Authorized by:

Date:

Authorized Personnel



150 Anderson Avenue
Wallington, NJ 07057
973 777-7833
Fax: 973 777-7580
www.smith-sondy.com

November 6, 2013

Mr. Brian Weller
Jersey City Department of Public Works
575 Route 440
Jersey City, NJ 07305

Re: STUYVESANT STATUE FOUNDATION

Dear Mr. Weller:

We hereby propose to furnish all labor, equipment and materials to construct the statue foundation for the above referenced project, as per plans and information provided and as further detailed below.

STATUE FOUNDATION

- 1) Provide temporary construction fencing around work area.
- 2) Remove & dispose of the existing 10' X 22' X 1" thick foundation slab.
- 3) Remove & dispose of the existing 5" thick, colored concrete sidewalk, 5' wide around the perimeter of the existing foundation slab.
- 4) Excavate for and construct new poured concrete foundation wall, including backfill & compaction.
- 5) Pour new 10' X 22' X 6" thick reinforced concrete slab.
- 6) Construct 5" thick, reinforced colored concrete sidewalk, 5' wide around perimeter of new foundation slab.
- 7) Provide one police officer during construction of the above.
- 8) Secure permits

For the Lump sum Price of \$61,500.00

NOTES:

1. All engineering and field marked construction survey stakes, elevations and offsets, as required, are to be provided.
2. Our proposal is based on being able to complete our items work in one (1) mobilization, with area of work being closed to the public during construction.
3. Above proposal is based on items of work detailed herein. Should additional items of work be required due to underground conditions, owner will be advised at time of construction.

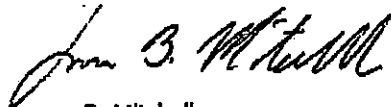
Page 2
Mr. Weller
November 6, 2013

Notes Continued:

4. We are not responsible for any adverse subsurface ground conditions, such as rock, water, utilities buried debris, unsuitable subbase materials and/or hazardous waste. Should these materials be encountered, owner's representative will be notified at once for disposition of same.
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7. Our proposal is based on working during normal work hours Monday - Friday (7:00 am to 3:30 pm). Saturday, Sunday, Holiday and/or Premium Time hours are not included. Additionally note that no work is to take place during the months of January, February, and/or March.
8. Any and all testing, permits, permit fees and/or inspection costs if required are the responsibility of the owner.

Should you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,
SMITH-SONDY ASPHALT CONSTRUCTION CO., INC.



James B. Mitchell
Engineering



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TEC-CON CONTRACTORS, INC.

Trade Name:

Address: 9 DODD ST
E ORANGE, NJ 07017-3404

Certificate Number: 0069478

Effective Date: October 29, 1980

Date of Issuance: November 14, 2013

For Office Use Only:

20131114121301650

**** Budget Account ****

Fund **1** CURRENT FUND
 G/L **201** CURRENT APPROPRIATIONS
 Cnfr **28** RECREATION
 Subsidiary **375** PARKS MAINTENANCE
 Line Item **314** CONTRACTUAL SERVICES
 Sort Code **40** PUBLIC WORKS DEPT

Budget Amount **232,000.00**
 Revised Budget **.00**
 Beginning Balance **232,000.00**
 Prior YTD Expended **00.**
 Curr. YTD Expended **29,482.05**
 Open Encumbered **99,385.00**
 Ending Balance **103,132.95**

Year/Period **2013 / 11** ☐ View in Ascending Order
☐ View in Descending Order

Chg. Year/Period **/**

New Acct **Previous >** **< Next**

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cd	Per	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount	
VR	11	11/08/2013	108900	DEEP RUN AQUATI	131021-1	MONTHLY MAINT	625.00	.00	
VR	11	11/08/2013	108900	DEEP RUN AQUATI	131021-1	MONTHLY MAINT	625.00	.00	
VR	10	10/09/2013	108900	DEEP RUN AQUATI	130906-6	MONTHLY MAINT	625.00	.00	
VR	10	10/09/2013	108900	DEEP RUN AQUATI	130904-1	MONTHLY MAINT	3,510.00	.00	
VR	8	8/28/2013	108900	DEEP RUN AQUATI	13072910	MONTHLY MAINT	3,510.00	.00	
VR	8	8/28/2013	108900	DEEP RUN AQUATI	130621-2	MONTHLY MAINT	625.00	.00	
VR	8	8/28/2013	110380	MONARCH PLUMBI	302603	LAFAYETTE POOL	697.05	.00	
VR	7	7/31/2013	110332	DEEP RUN AQUATI	1306049	PAVONIA POOL OP	3,510.00	.00	
VR	7	7/17/2013	108688	MONARCH PLUMBI	302225	LAFAYETTE POOL	5,130.00	.00	
VR	5	5/29/2013	108900	DEEP RUN AQUATI	130508-1	MONTHLY MAINT	625.00	.00	
VR	4	4/24/2013	109078	TRI SEASON LAND	20062	2013 - BAL REQUE	10,000.00	.00	

Print Account

View Open Enc

View Lgl Line



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

11/25/13

Jim Madden - Deputy Director Department of Public Works

Bergen Monument/Peter Stuyvesant Statue Footing Report

The Bergen Monument concrete pad which serves as the footing for the statue base needs to be replaced due to unsatisfactory work by the initial contractor. A new contractor has been chosen to tear up the concrete footing and do it properly.

Reason for change and replacement:

The construction of the footing took place during the transition from the Healy to Fulop administration on July 1, 2013 and unfortunately was not properly inspected during the initial pouring of the concrete. Drawings for the footing were not followed and later the job was found to be unsatisfactory and unable to properly hold the weight load for the statue, as well as inferior construction overall.

There is a Hudson County Open Space Grant which is set to expire on December 27, 2013 in the amount of \$25,000 for the restoration of the footing. Payment to contractor must be completed before the county grant is awarded for reimbursement.

The concrete pad design was submitted by Manny Naval of Hampton Hill Architecture. Based on that design, Diamond Construction submitted two bids with two options for costs that fell under the City's bidding threshold, neither of which could have held the monument which was later discovered. (see DPW Architecture & Engineering memo dated October 22, 2013).

Rodney Hadley, the former Department of Public Works Director, was the only person familiar with this project within DPW. Our records indicate that he single handedly managed the project for DPW and chose the cheaper of the two cost options. Other pertinent divisions within DPW were unaware of this project.

Phase I dealt with the installation of concrete footings (PO 110243) which was completed on July 1, 2013 by Diamond Construction on the instruction of former Director Hadley. A proper inspection by City Engineers was never scheduled by the contractor nor was DPW aware the project had been completed.

Questions arose to the construction of the footing. City Engineering Inspectors from DPW examined the pad, and the work was deemed unacceptable, the overall concrete construction job was deficient, posing numerous safety and structural concerns. The original footing drawings were not followed, it was difficult to ascertain what exactly was done and the contractor proved to be uncooperative responding to requests for follow up information.

Discussions on November 22, 2013 with Hudson County Megan Massey and Massiel Medina Ferrara, PP AICP of the Department of Parks and Community Services, Division of Planning, also confirmed our findings. They stated they sent their own inspector out to view the pad and confirmed there were issues.

The purchase order for Diamond Construction was pulled since the work was deemed unsatisfactory. Bids went to correct the pad issue and redo it properly and the low bid was TEC CON for \$30,056 of which \$25,000 will be covered by the County Open Space Grant.

The new Contractor cannot proceed without an approved purchased order but can do all work before the December 27th 2013 deadline. Leaving the pad as it is now should not be an option as it is currently a tripping hazard and barriers placed around it are within the public right of way.

(Please see DPW Architecture & Engineering memo dated October 22, 2013)

History of the General Peter Stuyvesant Statue:

This historic monument which was unveiled on October 18, 1913, is dedicated to original Town of Bergen, the first settlement in the state of New Jersey in 1660. Sculpted by the famed J. Massey Rhind, the statue is of Governor General Peter Stuyvesant.

This monument listed in the 2013 Fitzgerald State Legislative Manual under Historic Sites and Districts, subsection Monuments and Memorials in New Jersey, in which the State of New Jersey at the time had contributed funds toward the erection of this historical monument (see page 172). Also known as the Peter Stuyvesant Statue, the monument stood on Jersey City Board of Education property, it has been relocated twice and subsequently reduced in size, losing the character of the entire monument leaving only the statue and a pedestal.

In 2010, in an agreement with the Jersey City Board of Education and the County of Hudson County, the monument was to be removed, to be placed in a local County pocket park which caused significant controversy. The statue was later discovered to be property of the City of Jersey City.

The area will be a historical focal point within the state as the 350th celebration of when Dutch founded this area and Jersey City became the first recognized settlement in the state.



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

To: DPW FILE – Stuyvesant Statute

From: Architecture & Engineering

Subject: Foundation issues and recommendations

Date: October 22, 2013

1. Existing slab will not properly support 80-90 tons.
2. We are in agreement with the architects drawings done by Hampton Hill Architecure, Manny Naval ("Architect Drawing") . Must have footing and foundation walls as per Architect Drawing.
3. Need comprehensive utility mark out. Footings may not be able to be constructed on the North side, due to electrical vault and likely feed to PS#5. PSE&G has been requested to get information regarding this issue.
4. Location may need to be shifted due to subsurface conditions as well as creation of undesirable space behind the monument where currently bike racks are located.
5. Existing slab is poured level causing a tripping hazard on 3 sides. The worst is the SW corner at approx 3.5". To minimize the trip hazard existing surrounding sidewalk (approx 5'x20' (2) and 5'x10' (2)) should be removed and re-poured with proper pitch to meet the level slab.
6. Construction of slab by Diamond Construction ("Contractor") is questionable. Proper documentation is missing (Delivery tickets with date time and quantity of material, in this case, stone, reinforcing material and concrete) no proper inspection, and missing control joint. Our engineering standards mandate one control joint every 5' with expansion joint at 10' for our sidewalks.
7. Contractor should clean concrete splatter from the surrounding existing charcoal grey concrete sidewalk (approx. 5'x22' (2) and 5'x10' (2)).

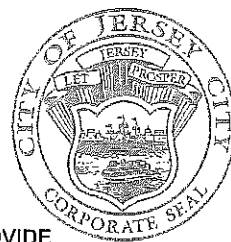
Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 13-804

Agenda No. _____ 10.Z.9

Approved: _____ NOV 26 2013

TITLE:



RESOLUTION AUTHORIZING A CONTRACT WITH ACISURE, LLC AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS) TO PROVIDE THE CITY OF JERSEY CITY WITH INSURANCE CONSULTING SERVICES AND TO BE THE CITY'S BROKER OF RECORD FOR OBTAINING AND MONITORING THE CITY'S HEALTH BENEFITS, PRESCRIPTION AND STOP LOSS COVERAGE

COUNCIL
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City ("City") requires the services of an insurance consultant and broker to negotiate and obtain contracts with companies that provide health benefits, prescription and stop loss coverage; and

WHEREAS, Acrisure, LLC, 1460 Route 9 North, Suite 210, Woodbridge, NJ 07095 will provide this service at no cost to the City as the City's Health Benefits, Prescription and Stop Loss Insurance Broker of Record; and

WHEREAS, N.J.S.A. 40A:11-5(1)(m) authorizes the award of contracts for insurance consulting services in accordance with the requirements of an extraordinary unspecifiable services (EUS) contract award; and

WHEREAS, the City has a need to acquire these services pursuant to a fair and open process, pursuant to of N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the City issued a Request for Qualifications and received 10 responses as stated in the Certification attached hereto; and

WHEREAS, the Business Administrator has certified that these services qualify as an extraordinary services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

WHEREAS, pursuant to N.J.S.A. 19:44A-20-4 et seq., Acrisure, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Acrisure, LLC has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous year, and that the contract will prohibit Acrisure, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, Acrisure, LLC has certified that they have not made any reportable contributions in the one year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

WHEREAS, the resolution authorizing the award and the contract itself must be available for public inspection.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute this resolution with Acrisure, LLC to provide insurance consulting services to the City and to be the City's broker of record for purchasing Health Benefit, Prescription and Stop Loss coverage.
2. The term of the contract shall be for three (3) years, commencing November 27, 2013 and ending November 26, 2016.

City Clerk File No. Res. 13-804Agenda No. 10.Z.9

TITLE:

RESOLUTION AUTHORIZING A CONTRACT WITH ACRISURE, LLC AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS) TO PROVIDE THE CITY OF JERSEY CITY WITH INSURANCE CONSULTING SERVICES AND TO BE THE CITY'S BROKER OF RECORD FOR OBTAINING AND MONITORING THE CITY'S HEALTH BENEFITS, PRESCRIPTION AND STOP LOSS COVERAGE

3. This contract is awarded as an Extraordinary, Unspecifiable Service (EUS) in accordance with N.J.S.A. 40A:11(a)(ii) of the Local Public Contracts law because of the reasons stated in the Certification attached hereto.
4. This contract is awarded using a fair and open process in accordance with N.J.S.A. 19:44A-20-4 et seq.
5. A notice of this contract shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award; and
6. The resolution authorizing the award of this contract shall be available for public inspection.

BE IT FURTHER RESOLVED that the above named company and persons shall have full authority to investigate and evaluate the present health benefit, prescription and stop loss plans that are presently in effect within the City of Jersey City as to the above mentioned area and the above mentioned company and persons should submit proposals and recommendations accordingly.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rodolfo R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO ACRISURE, LLC
AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

DATE: November 26, 2013

TO: Municipal Council

FROM: Robert Kakoleski, Acting Business Administrator

RE: Contract for Health Insurance Broker of Record

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Acrisure, LLC

Cost: No cost to City (Vendor paid by Insurance providers)

Period: December 1, 2013 thru November 30, 2016

Purpose: Evaluate and assess Health Benefits, Prescription, and Stop Loss Coverage

This is requested to be awarded without competitive bids as an Extraordinary Unspecifiable Service N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify as follows:

1) Provide a clear description of the nature of the work to be done.

Acrisure, LLC will evaluate the current Health Benefits Plan for all enrollees in an effort to reduce costs for the City.

2) Describe in detail why the contract meets the provisions of the statute and rules.

These services require a detailed knowledge of the insurance arena. Acrisure, LLC, as an insurance broker, has extensive experience in this area and will avail themselves of all information necessary to perform a thorough cost analysis.

3) The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

The performance of the services requires expertise in a variety of fields including having a through knowledge and understanding of the insurance industry, health benefits, prescription and stop loss costs.

4) List the solicitations received.

The City issued a Request for Qualifications and received 10 responses:

Acrisure, LLC
Neuman Insurance Solutions, Inc.
RD Parisi Associates

Frenkel Benefits
Conors, Strong & Buckelew
USI Insurance Services, LLC
Alamo Insurance Group, Inc.
Gormley, Lore & Murphy Insurance Agency, Inc.
Fairview Insurance Agency Associates, Inc.
Doyle Alliance Group, Inc.

All respondents confirmed compliance with the City's requirement that payment for services be made by insurance providers and that there will be no cost to the City. The value of this contract will exceed \$17,500.

- 5) I have reviewed the rules of the Division of Local government services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as Extraordinary Unspecifiable Service in accordance with the requirements thereof.

Respectfully,



Name: Robert J. Kakoleski
Acting Business Administrator